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# HAZARDOUS WASTE SITES IN BERGEN COUNTY, NJ

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## BRIEFING

BEFORE THE

SUBCOMMITTEE ON NATURAL RESOURCES,  
AGRICULTURE RESEARCH AND ENVIRONMENT

OF THE

COMMITTEE ON  
SCIENCE AND TECHNOLOGY  
U.S. HOUSE OF REPRESENTATIVES

NINETY-EIGHTH CONGRESS

FIRST SESSION

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## HAZARDOUS WASTESITES IN BERGEN COUNTY, NJ

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FRIDAY, JUNE 3, 1983

HOUSE OF REPRESENTATIVES, COMMITTEE ON SCIENCE AND  
TECHNOLOGY, SUBCOMMITTEE ON NATURAL RESOURCES,  
AGRICULTURE RESEARCH AND ENVIRONMENT,

*Hackensack, NJ.*

The subcommittee met, pursuant to call at 10 a.m., at the Administration Building, Freeholder Chamber, Court Street, 4th floor, Hackensack, NJ.

Present: Representative Torricelli (presiding).

Mr. TORRICELLI. If we can bring this meeting to order, I would like to welcome you to a field hearing in Bergen County of the Natural Resources and Environment Subcommittee.

Let me say, by way of explanation, first, Chairman Jim Scheuer of New York, and Marge Roukema, who wanted to be here today, there are votes taking place in Washington that have detained them from being here. So it has not been possible for Jim Scheuer in any case. Marge Roukema is having a statement sent to us.

I am pleased, however, in that for testimony today we do have Jackie Schafer, the regional administrator, of the Environmental Protection Agency. We do have mayors, municipal representatives, from various towns involved with this problem as well as other spokesmen. And, of course, we have our own and the author of the Superfund law, Jim Florio.

Before introducing Congressman Florio, let me only say a few brief things.

First, is the role of this committee, the purpose of this committee, in its responsibility is an oversight to ensure that the research programs of the Federal Government are being properly administered and that Federal policy is being adhered to. And that these programs are working with regard to research.

It is one of several committees with jurisdiction over the broad subject of toxic waste in our country today; Jim Florio's committee being another.

I think many understand the dimensions of the problem that we are discussing today. It is not only a local problem. It is not only a State problem. It is massive in scale. It is estimated that there could be as many as 20,000 toxic wastesites of various size in this country.

We continue to manufacture over 275 million tons of toxic material every year. It is, therefore, not a problem likely to end soon.

In New Jersey, we have a particular understanding of this problem, because of the 418 priority toxic sites, 65 are in our State. The largest number of any State. And in Bergen County we have a particular understanding because we have four of these sites. Four, each of them among the most important sites in your country today.

Increasingly, I think, those of you from the various communities in Bergen County understand the dimensions of the cost of these sites. It is not only the question of the cost to clean them, it is a question of the health of citizens impaired in ways that we are only beginning to understand.

It is the cost in lost real estate values for properties that cannot be sold. And it is the lost cost to industry. In properties real estate has taken out of circulation in order to house and store these wastes.

Today's hearing has a very special purpose for us, aside from the national agenda. And that is, first, to maintain a public awareness of the dimensions of the problem and of what the Government is doing to alleviate that problem.

Public awareness is critical in bringing the constant and the necessary pressure for a resolve.

It is also necessary that communication remain open between our communities, their governing councils, and the various agencies of the Federal Government. Too often in the past, while there have been good intentions by the Federal Government, the State government, local industry, and local governments, communication has not been sufficient. The program we have in Bergen County to alleviate this problem is that in January, upon taking office, I visited each of these sites with Jackie Schafer, to ensure she understood the importance that we attached to this problem.

It was my pledge then, and she has been cooperative in this, in that every 6 months, in some way, we let the people of Bergen County know what progress has been made.

This, after that tour, is the first opportunity to review this progress.

Let me also finally say, by way of introduction, that we meet today at an interesting time. First, as you know, because a dramatic change has happened with one of these sites in Rochelle Part/Maywood.

Second, because we are on the verge, I hope, and I believe, of restoring the kind of bipartisan commitment to environmental protection that has long marked the environmental movement in this country.

Many of us were heartened yesterday to read Mr. Ruckelshaus' comments on the changes that he foresaw, and I think we all saw a new commitment and new determination.

[The prepared opening statement of Mr. Scheuer follows:]

#### OPENING STATEMENT OF HON. JAMES H. SCHEUER

The Subcommittee will come to order.

Today, the Subcommittee on Natural Resources, Agriculture Research and Environment convenes to receive testimony on the performance of the Environmental Protection Agency's "Superfund" program and on the general problem of hazardous waste.

This Subcommittee, which is part of the House Committee on Science and Technology is charged with the important responsibility of ensuring that Federal research programs and policies are directed toward development of viable and effective solutions to the hazardous waste problem in this country.

Indeed, this is a problem of staggering dimensions.

Safe management and disposal of this waste is an enormous task, but this should not be a deterrent to our efforts to resolve this problem—a problem which threatens the health of our citizens and the quality of our environment.

In New Jersey, this problem is particularly severe.

It is estimated that there are some 15,000 abandoned hazardous waste sites and 80,000 surface impoundments in this country today.

It is further estimated that we generate 272 million tons of waste in the U.S. each year, 40 million tons of which are subject to Federal regulation.

However, through the efforts of distinguished legislators such as Congressman Robert Torricelli who is a Member of this Committee and in whose district we hold this hearing, and Congressman Jim Florio, who will later testify, I am confident that we will defuse this ticking time bomb.

I might add that in our investigations of EPA, Congressman Torricelli, has contributed enormously and has shown commendable leadership.

As a result of these efforts, we now have leadership in EPA and we on this Committee will make every effort to help Mr. Ruckelshaus bring EPA back on track.

The testimony we will receive today will help us in this task and I would like to thank each of our witnesses for the contribution they will make here.

I will now turn the chair over to your Congressman, Bob Torricelli.

Mr. TORRICELLI. Let us turn first to where that determination and that commitment began, and that was with passage of the Superfund legislation, and with us is one of its principal authors, our own congressman, from Camden County, Jim Florio. Jim.

#### STATEMENT OF HON. JAMES J. FLORIO, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF NEW JERSEY

Mr. FLORIO. Let me express my appreciation for the opportunity to come and testify before the committee. I'd like to echo your comments about one of the more important functions of Congress, which is to lift the level of awareness of the nation, of our constituents, of the Congress, to the importance of this problem, in the hopes that we can attempt to address it in an expeditious way, utilizing the tools, and the resources, that are available, and then, of course, scrutinizing to see whether there are more tools and more resources that are available.

The oversight function of Congress, I think most have come to appreciate, is one of the more important functions we perform in Congress, we not only pass laws and appropriate money, but go back and make sure that the laws are working, to make sure that the money is being expended in the appropriate ways, and if in fact that is not the case that the laws are operating the way they should be, or the money is not being spent in the appropriate way, to make the modifications and the adjustments to get us back on track.

This particular area, EPA, and our ability to deal with toxic wastes, is a classic example of the success of oversight. It has been in large measure because of the oversight activities of this committee and other committees that the Nation has been able to perceive that there were deficiencies in the way that we were going about cleaning up toxic waste, or as the case may be, not going about cleaning up toxic wastes.



And, therefore, the oversight process has resulted in very dramatic changes in the last 6 months; changes in personnel, hopefully changes in philosophy.

What I wanted to talk about this morning, and with the chairman's permission, I will insert my statement in its entirety in the record so as to conserve the committee's time, I want to talk about two things.

One, and I cannot help but make comment on the newspapers this morning, talking about the dioxin site that apparently has been found in Newark, and to note that that is an example of the education process that we in the Congress have to go through. The outstanding fact with regard to dioxin, as far as I am concerned, is that today dioxin is not a hazardous waste under the Resource Conservation and Recovery Act. That, of course, is the act that provides for appropriate disposal techniques for toxic wastes.

EPA has not gotten around to listing dioxin as a hazardous waste, so technically one can be out randomly dumping all manners of types of dioxin—because there are multiple types of dioxin—be dumping it any way one wants to, and not be in violation of the Federal law.

The tragedy of Times Beach is that Mr. Bliss, the fellow who went and mixed it in waste oil, and put it on the roads, is that he could probably go do that today and not be in violation of Federal law. That is clearly a void that screams out to be filled.

As you know, we have legislation which has now passed through my committee, amendments to the RCRA law, which will address that problem, and address a number of other loopholes in the existing law, which allow inappropriate but legal dumping of toxic wastes to go on today.

The Superfund, of course, was the proposal for cleaning up old sites. To ensure that no new sites were created, we have RCRA, the Resource Conservation and Recovery Act. But because of the loopholes that exist in that law, new Superfund sites can be legally created today, which of course violates the very thrust of what the Congress wanted to do.

A point in my initial comments in my prepared statement was to go through a recitation of what the problems have been over the last 2 years. I am not sure there is a need to do that, so I will skip through that because I think most people who read the newspapers are fully aware of some of the problems that have existed in EPA for the last 2 years. And hopefully with Mr. Ruckelshaus coming into authority, we can have those things behind us.

I was particularly pleased when Mr. Ruckelshaus at his confirmation hearings, announced a new policy. And the new policy was to use Superfund to start cleaning up toxic waste sites initially and then go after those who are responsible to seek reimbursement so as to replenish the fund. That was the intent of the law at the outset, but as we know, the preferred mode for the first 2 years of this administration was not to spend the money. Rather to go out and to try to effectuate settlements, to go out to find out who was responsible. To do everything possible to not spend the money in the fund.

We have now reversed that and I am hopeful that that will result in more cleanup taking place earlier on. But because of that

reversal of policy, there is another problem that has to be addressed, and that deals with the efficiency of the expenditures that have been made to this point. That is to say, that if we are going to spend the money first, we have got to make sure that the money is spent in a cost effective way with appropriate attention being given to good management procedures.

And I would like to address the problems associated with expenditures, the minimum expenditures made in the last 2 years.

To illustrate how that has not been the case, that is, that good management techniques have not taken place in the past, and that I am hopeful with Mr. Ruckelshaus coming in and this new commitment to go forward with expenditures to clean up, we can change some of the policies that prevailed over the 2 years, so that we can have a good, efficient expenditure of moneys.

As I say, the EPA recently announced a new policy of proceeding with cleanup efforts first and seeking reimbursement from responsible parties later. That is commendable.

I think it is important to appreciate the fact that if we are going to go about that new policy, we have got to make sure that strict accounting takes place of the cost of each cleanup effort, and that cleanup efforts are undertaken in the most efficient way. Such an accounting may be needed and will be needed in the future, if legal action is required to compel responsible parties to reimburse the fund for the cost of the cleanup, and that is absolutely essential. Because nobody contemplated that \$1.6 billion, as much as that sounds, that that would ever be enough to clean up all of the sites that we have to clean up.

The expectation was that as we spend money, we would be obtaining from the generators or from those who caused the problem, reimbursement of the expenditures, so as to replenish the fund, so as to be able to use those moneys for further sites. So the 1.6 was not to be the final figure. The 1.6 would ultimately, hopefully, be replenished, and that money to be used.

In a recent letter to EPA's acting deputy administrator, I brought this point of accounting procedures to his attention and urged that EPA ensure that proper accounting methods are followed so that any claim for reimbursement that EPA makes in the future will stand up in the courts.

Finally, interconnected with EPA's need to keep a proper accounting of its cleanup efforts, is the need for EPA to ensure that each cleanup is performed at the lowest possible cost consistent with the paramount need to protect public health.

EPA owes the American taxpayer this basic sense of cost efficiency. Cleanups obtained at low competitive prices will extend Superfund's ability to address that many more of the cleanup needs.

An example of the waste that has occurred when EPA does not give proper attention to the cost of its remedial actions is provided by a site in my own district, the LiPari landfill. According to files that EPA has provided to my subcommittee, the agency spent over \$114,000 for two security fences, and intends to spend another \$50,000 to clean up or to extend that project of fencing, that is a total of \$164,000.

Moreover, according to EPA's files, the contract was awarded on a sole source basis, without any justification. If there is one way to



guarantee cost overruns, or inefficient expenditures of money, it is to award sole source contracts.

Now, the response may very well be that this is an emergency situation, but it has been a situation that we have been aware of since 1980 when the Congress first authorized moneys for this particular site for remedial work and for site-specific designing and engineering. So to say that it is an emergency when it has been around since 1980 and to justify that as the reason for not going to competitive bids, is somewhat difficult to justify.

My subcommittee staff spent less than a day telephoning fencing contractors in the vicinity of the site to find out what they would have charged for the same job providing them with specifications contained in EPA's own files. And to summarize the results of these four initiatives, that is, four outreach efforts, the specification resulted in these four contractors saying that they could provide the same fence at the site for an average of \$67,000. That is some \$90,000 less than the cost of the fence.

One can argue that, well, this is just a little example, but unfortunately it is symptomatic of what it is that is happening with regard expenditures over the last 2 years. You see, we are on the horns of a dilemma.

On the one hand we have not had very much by way of expenditures to actually clean up, as I think this committee knows. There have been four sites cleaned up in the Nation in the first 2 years of this 5-year program when there are something like 40,000 sites that EPA has indicated exists in the country. So 4 out of 40,000 in 2 years of a 5-year program, is not a record that we can be very proud of.

And then to compound the problem by saying that the relatively small amount of money that has been spent has not been spent in a cost-effective way is cause for some concern. The hope now is that EPA administrators coming into positions of authority will reverse that policy with regard to the rate of expenditures and will reverse the policy of having more effective use of the expenditures.

The inspector general at EPA has discovered excessive charges by contractors on hazardous waste emergency response sites. Under Superfund, EPA implements emergency procurement procedures to obtain services necessary to respond to emergencies, arising from hazardous substances releases or threats of releases, which present an imminent and substantial danger to the environment or to public health or welfare.

The Inspector General audits have disclosed that the agency paid significant amounts to some contractors for costs which were excessive or unsupported by the record.

For example, at a Massachusetts site, the Inspector General found that the contractor did not build in accordance with the contract provisions. The Inspector General noted billings for labor, equipment, materials and subcontracts did not agree with the contractor's price list.

Of the contractor's \$649,000 claim, the Inspector General questioned \$155,000 of it, roughly 25 percent, as being excessive, and set aside \$205,000 until the contractor furnishes additional information.

At the Kin-Buc site, in Edison, here in New Jersey, the Inspector General discovered that the contractor submitted substantially excessive billings. The auditors noted that the contractor had previously performed work at the site under section 311 of the Clean Water Act, and that billings charged to the Coast Guard under that proposal were substantially lower than those that were charged to Superfund. In a sense, it almost appears that Superfund was regarded as a deep pocket, such that one did not have to be as close in scrutinizing what costs were associated with it.

Of the \$720,000 claimed by the contractor, the Inspector General questioned costs of \$94,000 as being excessive, and set aside \$274,000 until the contractor furnished additional documentation for the billing.

To get, and let me just conclude on this point, to get a sense of the big picture, with regard to the scope of some bad management practices that have prevailed over the last 2 years at EPA, out of the \$180 million Superfund has obligated during fiscal year 1981, the Inspector General of EPA set aside \$53 million. That is out of \$180 million obligated, \$53 million was set aside because of insufficient documentation, that is, that the documentation did not support the costs that were incurred in these obligations.

The Inspector General also ruled that \$176,000 of the costs were actually improperly charged to Superfund accounts. That is to say, that EPA was using Superfund moneys for functions that were not appropriately Superfund functions under the statute.

I am hopeful. I think of myself as an optimist. I am hopeful that all of that is behind us now. That Mr. Ruckelshaus will now come in and set up a businesslike tone in the agency so that first of all we will have moneys being used for cleanup, which has not taken place. And then the moneys that are being used are going to be used in an effective, efficient way so as to ensure that we are getting the maximum cleanup dollar value for every dollar that comes out of Superfund.

I have, and I am sure that your committee, has also pledged to work with the new administrator. I have met personally with him. I have been very impressed with his sincerity, with his sense of commitment to the implementation of the law, which has not always been a commitment at EPA in the last 2 years, and I am convinced that he has the desire to go forward.

The two points that are of concern, I suppose to all of us, is whether he will be given the resources to perform the responsibilities that are required of EPA, and whether he will be given the latitude to change the environmental course that the Administration has set over the last 2 years. I am hopeful that that will be the case because the American people have been outraged by what has happened at EPA in the last 2 years, and that I think, if for no other reason, the administration is appreciative of that sense of outrage and, if not for environmental reasons, for political reasons, will perhaps change the direction that has been followed in that 2 years.

And I think that has to work for the benefit of the American people, for the environment and for public health, and I am committed and I know you are committed to ensure that that new direction does take place.

## [The prepared statement of Mr. Florio follows:]

## STATEMENT OF HON. JAMES J. FLORIO

Over the past two years the American public has witnessed the incredible spectacle of the systematic disintegration of the Environmental Protection Agency—particularly its program to clean up hazardous waste sites. This destruction—which was entirely the result of explicit White House directives—took on many forms. These include, for example:

The negotiation of settlements highly favorable to defendants in hazardous waste enforcement cases. This policy substantially undermined EPA's credibility and tended to prolong already protracted litigation.

Severe budget cuts in programs already underfunded and understaffed.

The firing and exclusion of scientists from advisory panels on the basis of political affiliation.

Manipulation of the Superfund program for the purpose of electing and defeating certain candidates for public office.

Withholding subpoenaed Superfund documents from the Congress. This attempt to obstruct the oversight functions of Congress has resulted in the passage of two contempt of Congress resolutions—first against Mrs. Burford last year, and again last week against Rita Lavelle for her refusal to testify before the House Commerce Subcommittee on Oversight and Investigations.

Possible perjury by at least 3 former top level EPA officials during testimony before the Oversight and Investigations Subcommittee. Possible conflict of interest by EPA consultant, James W. Sanderson.

The departure of dozens of talented career civil servants, thus reducing the expertise and institutional memory that is essential for any regulatory agency.

The continuous reorganization and bureaucratic reshuffling which apparently has only served to undermine managerial stability and disrupt the lines of communication with EPA's regional offices.

Most of this self-inflicted damage attracted a great deal of publicity and thereby forced the White House to finally recognize that the American people were genuinely angry about the Administration's failure to do anything about cleaning up this Nation's hazardous waste sites. Thus the resignation of Mrs. Burford and the appointment of William Ruckelshaus.

While we all hope that the political manipulation of Superfund is a thing of the past, there are no signs at the present that an era of efficient administration of the Superfund program has actually begun. Putting aside the political aspects of Superfund's past, a close examination of how EPA has operated the program up to now is extremely discouraging. Vast sums of money have been spent on studies, but relatively little has been spent on actual cleanup.

My Subcommittee on Commerce, Transportation and Tourism has been investigating EPA's handling of the Superfund program. Of particular interest is what we have learned of EPA's activity, or perhaps more accurately, the lack of activity, at New Jersey's Superfund sites.

As is commonly known, New Jersey has the dubious distinction of being the state with the largest number of hazardous waste sites listed on EPA's National Priority List—65 out of a total of 419. Yet, despite the enormous danger these sites pose to the people and environment of New Jersey, not one has been cleaned up in the more than two years since Superfund came into existence. Although some money has been spent at various New Jersey sites for emergency measures, these measures have been little more than holding actions. The hazardous wastes at these sites have generally been left untouched. Overall, the majority of the money spent on the New Jersey sites have gone towards seemingly endless feasibility studies, not cleanup.

A case in point is the LiPari Landfill site in Gloucester County. A recent article in the Newark Star-Ledger notes that the state and federal governments have spent in excess of \$1.5 million for various studies to determine what should be done at the LiPari site. We know that the first EPA feasibility study was performed in 1980, a second in 1981, and a third in 1982. After all that, EPA is only now arriving at the point where it can issue an invitation for bids so that a contract can be awarded for the actual cleanup work. Other sites in New Jersey are not even as far advanced as LiPari. While we would all agree that careful planning should precede any hazardous waste cleanup, endless planning is no different from total inaction. It is critical, both for the sake of the environment and public confidence, that EPA move as swiftly as possible from the planning stage to actual cleanup.

Another major area of concern is the allocation of financial responsibility for Superfund actions. EPA recently announced a new policy of proceeding with cleanup efforts first and seeking reimbursement from responsible parties later. This is a reversal of prior policy which generally required EPA to seek a voluntary cleanup by the responsible parties or payment from those parties through a settlement agreement before cleanup of a site could begin. The net result of this prior policy was constant delays in cleanup work while EPA negotiated with the responsible parties. EPA's new policy, if properly implemented, could avoid these delays in the future.

An example of the problems associated with EPA's previous policy can again be found at a New Jersey site. The Gloucester Environmental Maintenance Services, Inc. landfill, commonly known as GEMS, located in Camden County, illustrates the difficulties of identifying responsible parties and determining what their financial contribution to the cleanup should be.

Since GEMS was a publicly owned/private operated landfill site and received hazardous wastes from a number of well-known companies, EPA believed that it could finance the site cleanup largely, if not completely, by contributions from the generators and the State. EPA spent more than 2 years in an internal debate trying to decide how much the State should contribute towards the cleanup effort and the desirability of going after what EPA termed "deep pocket generators." In the meantime, Gloucester Township, the New Jersey Department of Environmental Protection, the New Jersey Board of Public Utilities, and a number of the generators and transporters of the hazardous wastes dumped at the GEMS site became involved in protracted and complex litigation in the state court system in an attempt to sort out responsibility for the GEMS problem. Of course, while all this was going on during 1981 and 1982, the GEMS site itself was largely ignored. Only in the past two months has EPA undertaken some temporary remedial measures at the site and initiated a feasibility study for a permanent solution. This sudden flurry of Superfund activity appears to be a direct result of EPA's new policy.

Since the problem of allocating financial responsibility can, as indicated by GEMS, paralyze a Superfund cleanup effort, I commend EPA for its policy change. However, in making this change, EPA must not now lose sight of the need to obtain reimbursement from responsible parties for their fair share of the cleanup program. As we all know, the \$1.6 billion set aside for Superfund is totally inadequate and, unless the Fund is replenished on an ongoing basis by payments from those parties determined to be responsible for the hazardous waste sites, it will soon be exhausted.

Therefore, it is critical for EPA to keep a strict accounting of the cost of each cleanup effort. Such an accounting may be needed in the future if legal action is required to compel responsible parties to reimburse the Fund for the cost of a cleanup. In a recent letter to EPA's Acting Deputy Administrator, I brought this point to his attention and urged that EPA ensure that proper accounting methods are followed so that any claim for reimbursement that EPA makes in the future will stand up in court.

Finally, interconnected with EPA's need to keep a proper accounting of its cleanup efforts is the need for EPA to insure that each cleanup is performed at the lowest possible cost, consistent with the paramount need to protect public health. EPA owes this to the American taxpayer. Obviously, cleanup obtained at low, competitive prices will extend Superfund's ability to address the nation's hazardous waste problem.

An example of the waste that occurs when EPA does not give proper attention to the cost of its remedial actions is again provided by the LiPari site. According to files EPA has provided my Subcommittee, the agency spent over \$114,000 for two security fences at LiPari and estimated that it would spend another \$50,000 to complete the project. Moreover, according to EPA's files, this contract was awarded on a sole-source basis without any justification. If there is one way to guarantee cost overruns, it is to award sole source contracts.

An investigator on my Subcommittee staff spent less than a day telephoning fence contractors in the vicinity of the LiPari site to find out what they would have charged for the same job. Each of the four contractors who responded to this informal survey was given the specifications contained in EPA's own files, but were not told what had been actually spent on the project. Although it must be understood that these four estimates were prepared quickly and given without a site inspection, when they were averaged together, they came to a total of \$67,625—over \$90,000 less than EPA's cost. My investigator was also told that, if the work crew had to wear protective gear on the job, the project would take longer to complete. The additional cost was estimated to be as high as \$10,000. Yet, even adding this sum to the average price of \$67,625, it is clear that EPA's cost was excessive.



Other Superfund sites across the country provided even more egregious examples of waste and cost overruns. At the Stringfellow waste site in California (the site Rita Lavelle took an active interest in), an EPA Inspector General audit questioned \$566,523 and set aside \$3,352,420. The questioned amounts included unsupported costs, costs incurred under prohibited forms of contracts, and costs claimed under other unrelated EPA grants. The great majority of set-aside costs comprised amounts paid to parties who were potentially liable for creating the hazard in the first place. The propriety and the legality of those payments should be subjected to careful scrutiny and appropriate action should be initiated as promptly as possible.

In addition, the IG has discovered excessive charges by contractors on hazardous waste site emergency responses. Under Superfund, EPA implements emergency procurement procedures to obtain services necessary to respond to emergencies arising from hazardous substance releases or threats of release which present an imminent and substantial danger to the environment or the public health or welfare. IG audits have disclosed that the Agency paid significant amounts to some contractors for costs which were excessive or unsupported. For example, at a Massachusetts site, the IG found that the contractor did not bill in accordance with contract provisions. The IG noted billings for labor, equipment, materials and subcontracts did not agree with the contractor's price list. Of the contractor's \$649,291 claim, the IG questioned \$155,358 as being excessive and set aside \$205,021 until the contractor furnishes additional information.

At the Kin-Buc site in Edison, New Jersey, the IG discovered that the contractor submitted substantial excess billings. The auditors noted that the contractor had previously performed work at the site under Section 311 of the Clean Water Act and that billing rates charged to the Coast Guard were substantially lower than those charged to Superfund. Of the \$720,648 claimed by the contractor, the IG questioned costs of \$94,859 as being excessive and set aside \$274,314 until the contractor furnishes additional documentation.

Thus, out of the \$180,698,253 of Superfund monies EPA obligated during fiscal 1982, the IG set aside \$53,116,290 because sufficient documentation was not maintained to support Superfund costs. The IG also ruled that \$176,218 of costs were improperly charged to the Superfund account.

If cost overruns such as these are allowed to continue, vast sums of Superfund money will be wasted. It is imperative that EPA award Superfund cleanup contracts on a competitive basis whenever possible. Only then will we have any assurance that the work is being performed at the lowest possible cost and that Superfund is achieving the most it can for each dollar spent. My Subcommittee will continue its oversight investigations of New Jersey's Superfund sites—as well as other Superfund sites—and will report to the Congress on the status of EPA's progress in improving this program.

Mr. TORRICELLI. Thank you Mr. Florio.

I wondered some of these points have particular bearing here because our toxic waste sites in Bergen County appear to be at that point in the list where there may or may not be enough money on the first round to fund their cleanup. So if the money is not being spent wisely, it has special concern for us because it could jeopardize the timing on cleaning our sites.

As I understood your numbers, they indicate that fully 30 percent of current expenditures from the Superfund have not been properly documented and cannot be justified. Is that a conclusion?

Mr. FLORIO. That is correct. The Inspector General of EPA, I mean this is in-house, has made those assertions. That is not to say that someone somehow misappropriated moneys; it is just indicative of sloppy management that has prevailed at EPA in the last 2 years. And that is certainly not a way that we can ensure that we are getting the maximum benefit of admittedly these limited funds.

There are a couple of deficiencies as to what has happened in the 2 years. One, as I said, that there has been no effort to expend the moneys and then get reimbursement. There have been some allegations that in some instances are very justified, that there have been some, they have been characterized as sweetheart settle-



ments. Seymour, IN, is one of the ones that has become most prominent. Whereby those who were clearly responsible for the cleanup were allowed to get off the liability hook by signing on for settlement amounts that were a fraction of the cleanup costs. Which, of course, means that the public and the fund would have to clean up the balance, when you had some rather good deep pockets that probably should have been responsible for cleanup costs.

The other point, of course, is that as a result of rather lax enforcement policies at EPA, we have not seen one of the benefits that we had expected from rigid enforcement. And that is to see a policy that was inducing cleanup by the companies themselves. That we had provided to EPA strict tools and we had hoped that they would use some of those tools, triple damage capability, strict liability, lawsuit capability.

We thought that if EPA was vigorous in using those tools, people out there that knew of sites had control over them, would say, well, we had better get about cleaning up these sites ourselves because if we do not do it, someone else is going to come in and do it.

Mr. TORRICELLI. Have you seen a record that can quantify how much of that is actually taking place? How much by using a stick EPA has?

Mr. FLORIO. The problem, of course, is there has been no use of the stick. I think there has been one administrative triple damage proceeding that has been initiated, and that has only been relatively recently.

Mr. TORRICELLI. In the entire country?

Mr. FLORIO. In the entire country. So, I mean, we have not seen that procedure, which you can appreciate. I mean, my suggestion to the EPA was, go find a clear, unequivocal case. Send the triple damage administrative letter to them. If they do not clean up, go after them for triple damages. And that will be a message sent across the Nation for anyone else. That when someone else gets a letter saying, clean up yourself, or we will come after you for triple damages, they will not have any doubt that you are serious about it.

To the contrary, we have sent out the wrong message. The message being, do not bother being concerned about Superfund enforcement tools, because nobody over here is going to use them. Of course that sends the opposite message of what we try to send.

Mr. TORRICELLI. Congressman, probably the most important point you made for us in Bergen County, is whether now the law is going to be used to its full extent to clean up first. I think people have generally understood that it is a good law and that it allows the Government to clean up the sites and then settle the question of liability, and that money is available. The problem has been one of administration and will to use the law to its fullest power.

I, like you, have read that Mr. Rockefeller now intends to change that policy. That has great bearing on some sites in Bergen County.

In Fairlawn, for example, where we have a toxic problem, we do not know the source of the problem. We cannot wait to assess liability. We cannot wait for protracted negotiations in settling liability. The site has to be cleaned now and then we can settle these matters.

So this is of enormous consequence to us.

Tell me, first, your degree of confidence that in fact now we are going to see the law used to its full extent in this change of policy.

And, second, we all take heart in the change as a symbol, Mr. Ruckelshaus coming into power. How deep is that change?

Some of the abuses you have talked about have not, I am sure, been limited to any one individual. There has been a entire problem of attitude and approach. How deep are the changes? All the way from those who are enforcing this law nationally to a question of administration, so that these precious resources, as you cited, are not wasted.

MR. FLORIO. Well, with regard to my projections, and I am cautiously optimistic about Mr. Ruckelshaus and those who he is bringing into power. And I thought it was a very wise decision for him to, and I assume he had something to do with it, clean out the top level of people who were in positions of authority, so as to bring in people that he feels comfortable with that represent a change in philosophy.

The difficulty of course is that, and I suppose have said that Mrs. Burford, Mrs. Lavelle were scapegoats, and I suppose in some respects they probably were because I am convinced that they thought they were carrying out the overall philosophy of the administration, and to a large extent, in some respects they probably were. The administration's economic philosophy is one that says that it is in the national interest to get the Government off the people's back, to put it in the way that some do.

Carried over to the environmental field, that represents a philosophy that said that somehow Government regulations and laws should be reduced and that business will somehow benefit.

Well, in the environmental field, that does not work. That sophisticated industry, and I think all of us people in the public appreciate that there is a need for some degree of regulation because if we let the marketplace forces in the purist sense dictate how we are going to deal with these problems, that probably entails allowing inappropriate dumping, because that results in the short term in a better bottom line. In the long term, of course, it does not result in a better bottom line.

But until the administration sends the message to EPA that they are given more range to have a more vigorous governmental involvement in the implementation of some of these laws, that is Superfund laws, RCRA and so on, Clean Air Act, we are not going to see a change. But I am hopeful that the administration has appreciated, if nothing else, the political price that it pays from pursuing inappropriate environmental policies. And that may very well result in some changes over at EPA.

MR. TORRICELLI. Let me ask a final question relating to that, and that is, many of us yesterday took great comfort in that House of Representatives voted to restore EPA funding to pre-Reagan administration levels.

That was important to me because I believe we have only started to uncover some of the toxic wastesites in this country. Yesterday's example of the dioxin site in Newark, I think, is maybe an example of that. And the law is really a hollow thing without enough people to enforce it and to find the violators.

So I was hoping that the money could restore the level of inspectors, law enforcers, to ensure this law means something to our citizens.

Tell me your expectation as someone who lives with these issues now every day. The House having taken this vote yesterday, is it your expectation that will prevail? Is there enough political will now to face this problem? And, in your judgment, is restoration of funding necessary, the inspector problem being as serious as I think it is?

Mr. FLORIO. The funding is absolutely essential. Without it, Mr. Ruckelshaus will not be able to do the job that I suspect he wants to do, and that the American people are going to call upon him to do, with the resources that are presently at EPA.

I have seen one analysis that says that in the last 2 years the resources in EPA in terms of personnel, in terms of dollar resources, have effectively in purchasing power, been halved, at a time when more and more responsibilities are coming onto line; under the Resource Conservation Act, under Superfund, under some other environmental laws. The responsibilities are increasing. The resources and the personnel are going down.

Mr. TORRICELLI. Do you happen to know, because I have seen this debated a number of times, in the actual numbers of people we have to enforce the law and inspectors who are looking for violations, do you have a feel for what the personnel cuts have actually meant in percentage or in absolute terms?

Mr. FLORIO. Well, to give you an example. We had Mrs. Lavelle before my committee not too long ago, and one of the important problems which related to this is solid waste disposal.

Of the Superfund hazardous waste dumpsites, I think something like one-third of them are former solid waste garbage dumps, that people inappropriately dumped hazardous waste into. So they are now Superfund cleanup sites.

One of the programs that EPA is in charge of administering is a section of RCRA that deals with solid waste as opposed to hazardous waste inspections.

Mrs. Lavelle conveyed to me at the hearing this is a very important function. I then proceeded to ask her how many personnel she had in the regional offices who were exclusively assigned to solid waste? The answer was none. How many in the national office? The answer was none. How much money had been requested in the solid waste plan in the program? And the answer was none.

So here we have no resources, no personnel assigned to a program that is directly related to the Superfund cleanup. It gives you some sense of the inadequacy of the capability at EPA in terms of just resources alone. Now, I am not even talking about morale that has been decimated at many of these offices. I am not even talking about the deferred research capability which your committee certainly has seen first hand as a result of funding elimination. I am not talking about the program elimination. I mean there are total programs, such as the Noise Control Act, which have been virtually eliminated. So you have got at EPA a fairly bad situation that it is going to take maximum effort to try to restore.

The things that have happened at EPA in the last 2 years are not going to be easily recovered from, but I think we have a responsibility to try.

One last point, if I could. On the actual dollar amount in Superfund, \$1.6 billion, I have no doubts that the end of the 5-year period, contrary to the opinion of Mrs. Burford before she left, there is going to be a need for renewal of that program. But even if Mr. Ruckelshaus is able to turn it around and start recouping money, having wasted 2 years of a 5-year program, there is going to be a need for an extension of that program, and I am committed to extending that program at the time of its expiration.

Mr. TORRICELLI. For this generation's purposes, it may be a permanent investment we are going to be making, I would think, for most of the rest of this century.

Let me only ask, Congressman, that what I want to see come out of today, is we are going to hear from municipal officials who are going to describe the problems in their towns. We are going to hear from some people from corporations who have been involved with some of those difficulties. We are going to hear from EPA in the schedule, the technologies, their commitments about where we go from here.

I have wanted this opportunity because I want both sides to hear the other, not read about it in the newspapers. But I want those responsible for enforcing the law and those living with the problems to understand the mutual commitments. Enforcing those commitments is my greatest responsibility. It is one that you, of course, as a subcommittee chairman, can be of enormous help with.

I want to report back to you with the results today outlining what commitments we have received. And I am certain we can count on you to ensure that those commitments are kept.

Mr. FLORIO. Let me just express publicly my willingness to be of assistance to you, and express publicly to EPA my willingness to almost wipe the slate clean. I suppose it is common knowledge that I have been one of the more vigorous critics of EPA, and I think with justification. And I think the process has performed a great public service to the American people and the EPA, whether they fully appreciate it or not, in getting us back to where we should be getting.

I am hopeful with regard to all in Congress, myself included, that if everyone is willing to acknowledge the deficiencies of the past, and start from this point forward, there is no reason why relations should be poisoned between the Congress and that particular agency, and that Mr. Ruckelshaus has expressed a willingness to go forward and I think that that is something that is valuable.

That is not to say, however, that we should not be utilizing the examples of things that have happened in the past to demonstrate how things get offtrack from time to time, so as to be able to show the public where we have to correct things. So I am looking forward to moving in a positive direction with EPA, using the examples of the problems of the past, so as to avoid problems in the future, so that we can build into the law an effort to correct ambiguities, if there are ambiguities. To correct deficiencies in the law, so that we will not have administrative mismanagement take place. But I am looking forward to working with not only you and



other Members of the Congress, but also with the administration and particularly the people at EPA.

Mr. TORRICELLI. Thank you, Congressman, and I think those are appropriate remarks. The environmental issues in this country are far too important to ever become partisan. And never should. I think we all share that commitment. Hopefully now we will be able to see some evidence of it from the administration.

Mr. FLORIO. Thank you very much.

Mr. TORRICELLI. If I could at this point ask the next list of witnesses to come forward.

If I could ask at this point Jacqueline Schafer, the region II Administrator for the Environmental Protection Agency to come forward. And Jack Stanton, Director of the Division of Waste Management.

Let me say, first, Jackie, that I appreciate your taking the time to be here. I know that Bergen County has become an enormous investment of your time. If you spent as much time on all of the different counties as you have spent on Bergen County, you must be a very busy person.

Ms. SCHAFFER. I do pretty well in Gloucester County as well.

Mr. TORRICELLI. I appreciate your doing so. And let me say this, too. We have differed often on philosophy and sometimes on the pace of these operations, but I have found you to have a real commitment for finding solutions. And I have dealt with few people in the Federal Government who have been more accessible or available.

And one of the things I want to demonstrate here today to the municipal officials who are here, is that for whatever differences they may have with your agency or with you, they can always find you an easy person to work with and to find, which in the Federal Government is the most important quality anyone could ever have, to be able to find you. So thank you. And I look forward to hearing your statement, if you would like to proceed.

#### STATEMENT OF JACQUELINE E. SCHAFFER

Ms. SCHAFFER. Thank you very much, Mr. Torricelli. May I also ask to be accompanied by Robert Ogg, who is the chief of the Hazardous Waste Site Branch at EPA in region II. Bob came with me this morning and he may be in a position to provide some information.

Mr. TORRICELLI. Certainly.

Ms. SCHAFFER. Thank you very much, Chairman Torricelli. I am accompanied this morning by Robert Ogg, who is the chief of the Hazardous Waste Site Branch at EPA's region II office in New York.

Also with me today in the audience is Fred Rubell who is the chief of the Emergency Response and Hazardous Materials Inspection Branch, which is located at our facilities in Edison, NJ.

I have asked Fred to remain here for the entire proceeding because, although I am not able to stay all day, I think there is a great deal of benefit in someone in my office being acquainted with the concerns.



Mr. TORRICELLI. We go through the town by town environmental problems, if EPA were to address as a matter of policy the timing and how you see each of those site proceedings.

Ms. SCHAFER. Well, I hope to try to do some of that beforehand.

Mr. TORRICELLI. I want the local officials as well after they testify to be able to have an exchange so that there is a clear understanding where we are with each town.

Ms. SCHAFER. To the extent that we are prepared to do that, if Fred is prepared to do that.

His expertise is in the area of the Emergency Response, where as Bob is working on the remedial action. In some cases, and in fact one of the new policy changes that Mr. Ruckelshaus and Lee Thomas, the acting assistant administrator for Solid Waste and Emergency Response, intend to pursue is trying to determine where we may take emergency actions, shorter term actions where we can get cleanup at particular sites done more quickly even as we plan for the longer term remedial solutions that may be needed at those sites.

So that both of these gentlemen as managers of these programs will have to work together.

Mr. TORRICELLI. Fine. Please proceed.

Ms. SCHAFER. As you know, this region, region II, which consists of New York and New Jersey, Puerto Rico and the Virgin Islands, is home to 96 of the 418 sites placed on the national priorities list which was proposed in December 1982. According to this measure, New Jersey with 65 sites ranks No. 1, and New York with 26 sites is No. 4, in EPA's assessment of the Nation's top hazardous waste site problems.

I am very happy to tell you that it is my personal ambition to be No. 1 as well in the cleanup of EPA's top hazardous waste site problem.

This morning I would like to review the status of the progress we have made thus far, and then present to you some of the practical everyday issues that we have encountered as we gain experience in managing the program here in region II.

It is important to note that from the beginning Superfund has been a nationally managed program. That is particularly important in terms of dollar amounts made available for specific sites.

Not only does policy direction come from headquarters, but all obligations of Superfund appropriations are made by the assistant administrator for Solid Waste and Emergency Response. Even so, the regions play an important role in shaping and providing momentum in the program.

And the region's role, again under new policy direction from the administrator and the assistant administrator contemplate an increased activity and an increased independent responsibility for the regions with the hope that this will accelerate site cleanups.

During the first year of the Superfund Program, the Agency concentrated on building the necessary management systems and developing a strong policy and regulatory framework. The National Contingency Plan, the principal document guiding the operations of this program, was promulgated in final form on July 16, 1982.

Once the first appropriations out of the Superfund became available to EPA in August 1981, some months after Congress actually

signed or passed, and the President signed the bill in December 1980, the focus shifted to field planning activities required for responsible decision on site remedies.

Region II played a major part in this particular aspect of the program.

As I said before, this region accounts for a disproportionate number of sites nationally. Nearly 23 percent of the total are here in region II.

Consequently, this region has also received a disproportionate share of the total obligations out of Superfund. Fully 40 percent of all funds allocated for site response actions during fiscal year 1982, and in the first quarter of fiscal year 1983, were directed to New York and New Jersey. So we have been very successful in getting our share, and more than our share, I would say, of funds for addressing sites here in region II.

We have, to date, obligated over \$16 million from Superfund for work at 13 of New Jersey's 17 interim sites, in addition to \$8 million which had been previously spent at these and 2 other locations under earlier laws, section 311 of the Clean Water Act, RCRA funds and special OR&D appropriations, which Congressman Florio himself was instrumental in getting.

That total will increase substantially this summer as we complete the field investigation and engineering studies that are now underway and move to remedial design and construction phases at several of these sites, including LiPari Landfill in Pitman; Bridgeport Rental & Oil Services in Gloucester County; Price's Landfill near Atlantic City; and Burnt Fly Bog in Marlboro Township.

We expect also to have very substantial construction work underway at Lone Pine this fall.

There are several noteworthy reasons for this level of activity here in region II. The obvious one is population density, plus the heavy concentration of industry, especially chemical manufacturing, that characterize New Jersey, and the Niagara Frontier region of New York. Certainly we have our share of the problems that CERCLA was enacted to address.

But perhaps the most critical element in implementing Superfund in this region has been the initiative demonstrated by both the New York and New Jersey State governments. Congress built an active role for the States into legislation authorizing Superfund. And that role requires the States to contribute financially as well as in other ways to clean up abandoned hazardous waste sites.

Both New York and New Jersey have benefited in having had state funding available to provide the statutory matching share required to secure this federal funding. The early enactment of New York's mini-Superfund and New Jersey's Spillfund have also allowed both States to make headway independently of the Federal Superfund in setting up their own programs for dealing with inactive hazardous waste sites. For both New York and New Jersey, Superfund is but one, admittedly powerful, tool to put to work on the problem. But their programs are not federally led. Both of these States have the capability to be full partners with the Federal Government. For these reasons they have been more capable than most States in exploiting Superfund to their benefit.

Coupled with the resources is a strong will to get the job done. The aggressive posture adopted by Governor Kean in New Jersey, in particular, is the driving force behind the identification, investigation and listing process that resulted in so many sites being included on the NPL here in New Jersey. EPA in region II was more than happy to work with Commissioner Bob Hughey and his staff in pulling together the site assessment phase of the program. EPA's regional Superfund office provided a lot of workhorses for this team effort, and I want to publicly acknowledge their efforts on behalf of this State.

Likewise, EPA and the State were able on April 11, a few weeks ago, to agree on a management strategy to address all 65 Superfund sites in New Jersey as part of a statewide comprehensive action plan. But again, EPA in approving this plan was in effect responding to, while occasionally improving upon, the Department of Environmental Protection's own initiative.

The State's 4-year workplan, a systematic approach for sharing enforcement and Superfund financed activities with EPA, represents a well-conceived strategy for the cleanup of hazardous waste sites in New Jersey.

With respect to the 65 Superfund sites only, EPA has agreed with the State that a total of 25 sites be addressed with Superfund financing before the end of this fiscal year, that is before September 30, 1983, we will have contracts or cooperative agreements signed and work underway for 25 of the 65 sites.

Mr. TORRICELLI. Could you give me that date again?

Ms. SCHAFER. The date, September 30, 1983, the end of this fiscal year we expect to have 25 of the 65 sites where work is either underway or where we have signed a cooperative agreement or a contract with the State of New Jersey to undertake remedial investigations and feasibility studies.

We already have work in progress here in New Jersey at 15 sites out of the 25. We expect to be signing cooperative agreements or contracts with New Jersey at 10 new sites for the remedial investigations and feasibility studies.

Attached to my statement are several tables which indicate which sites appear on this particular list.

The remaining 40 sites will be addressed using Superfund financing according to a proposed schedule beginning October 1983 through December 1986, subject to the availability of Federal appropriations.

It is important to note that even though CERCLA authorized the collection of \$1.6 billion in taxes to be placed into the Superfund between April 1981 and September 30, 1985, EPA's budget is subject to annual appropriations by Congress out of the Superfund. For fiscal years 1981, 1982, and 1983, total appropriations out of the fund have been \$475 million. The President has requested another \$310 million in his fiscal year 1984 budget. This represents an increasing level as we gear up to actually do construction once the planning and design work has been completed.

Our management plan takes into account the fact that funds are made available by Congress in annual increments, not all at once.

In recognition of this, EPA and the State have identified sites where enforcement actions against responsible parties may acceler-



ate this schedule by increasing private sector participation in the cleanup effort. Congress provided extraordinary enforcement tools to EPA in the Superfund law, and both EPA and the State have already made substantial investments in enforcement actions at several sites in New Jersey.

Our commitment in New Jersey is for both Federal and State agencies to pursue enforcement actions against responsible parties at the 40 sites not scheduled for feasibility studies this year. And those are outlined on attachments 2A and 2B to my statement. Of the 40 sites targeted for enforcement action, 19 have been placed on a fast track with the expectation that some may produce negotiated settlements or court-ordered actions before we can address them with Superfund during fiscal year 1984. That is, beginning October 1, 1983, any of those sites, 19 sites on that second list which have not had enforcement action produce the initiation of cleanup, we will then begin signing cooperative agreements and contracts with the State of New Jersey for feasibility studies or other work at those group of sites.

Finally, there are 21 sites which are also at this time on an enforcement track. If they produce results, we may be able to get started on them more quickly. If they do not, we will get to them as soon as possible in the ensuing fiscal years as appropriations become available out of the Superfund.

Implementation of the Superfund Program has been a learning process for all of us, particularly in region II. There are many things which I know from critics and commentators could have been done better. In fact, I think, as we gain experience with these sites, we are making improvements of the type that Congressman Florio outlined for you this morning.

Remedial investigations and feasibility studies that are now underway at the highest priority sites, which were identified even before the national list was published in December are beginning to bear fruit. As I said before, we are very close to construction at the Bridgeport site, LiPari, at Lone Pine and at Price.

We are at a real turning point in this program, a point where we can really begin to accomplish the cleanup goals that Congress set forth in CERCLA. However, even as we move forward, we are encountering a whole new set of issues, and I would like to bring some of those to your attention this morning because I believe the committee can be helpful in helping us address those.

These are kind of day-to-day practical, nitty-gritty issues, but they have a real impact on the effectiveness of the Superfund Program. They include such tough questions as:

What kind of cleanup must we undertake?

Is the required technology available to implement the cleanup desired?

To what level must we take the cleanup to ensure that we protect the public health and the environment. That is, how clean is clean?

And if we choose to remove the waste from the site, is there a safe, certain means of disposal that will not be prohibitively expensive?

EPA headquarters has taken the initiative in seeking answers to the first three of these questions. An overall policy for

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health and environmental impacts of alternative remedies is under development. Guidelines for such assessments are being planned and will be based on existing Federal standards or on toxicological data when appropriate standards are not yet available. This work is a joint effort of the Office of Solid Waste and Emergency Response and the Office of Research and Development.

OR&D is also developing a core of scientific and technical expertise to support Superfund implementation. The Office of Research and Development Program concentrates on evaluation and demonstration of equipment and techniques for identifying and correcting site problems and on assembling and adapting existing state-of-the-art technology for use in the field.

The most difficult question it seems to me, that I have encountered, concerning cleanup remedy at a given site, may be the last question. Where do you dispose of the contaminated material that is removed from a site?

CERCLA requires that the State assure the availability of an adequate, permitted offsite hazardous waste disposal facility if it is required for a site cleanup. While the State of New Jersey does have some limited capacity for disposal of liquid hazardous wastes, there are no secure landfills now in existence in the State that can receive any solid hazardous wastes and contaminated soils. Unless States are better able to handle issues related to the siting of such facilities, Superfund cleanups could, over the long run, become very complicated or expensive as onsite containment or long range transport of hazardous materials may be the only viable options available to us.

Cleaning up a Superfund site is an administratively complex process as well which requires interaction and coordination among a number of different institutions: EPA headquarters, regional offices, the State, the Corps of Engineers, Federal and State contractors, elected officials and the public.

EPA's Office of Solid Waste and Emergency Response has developed some flow charts which illustrate the steps in the cleanup process for both Federal and State lead Superfund sites and the timeframes for the critical path activities which I have also attached to my statement.

Now, as you pointed out, Mr. Torricelli, in January of this year, we had an opportunity to visit the four Superfund sites in the Ninth Congressional District here in Bergen County. And I would like now perhaps to take up some information about each of these sites, unless you would like to pursue it in a question and answer period.

[The prepared statement of Ms. Schafer follows:]

TESTIMONY OF  
JACQUELINE E. SCHAFER  
REGIONAL ADMINISTRATOR, REGION II  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
BEFORE THE  
SUBCOMMITTEE ON NATURAL RESOURCES,  
AGRICULTURE RESEARCH AND ENVIRONMENT  
COMMITTEE ON SCIENCE AND TECHNOLOGY  
U.S. HOUSE OF REPRESENTATIVES

HACKENSACK, NEW JERSEY  
JUNE 3, 1983

Good morning and thank you, Chairman Scheuer, for this opportunity to describe the details of Region II's management of the Superfund program under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

As you may know, our Region is "home" to 96 of the 418 sites on the National Priorities List proposed in December, 1982. According to this measure, New Jersey with 65 sites ranks Number 1, and New York with 26 sites is Number 4, in EPA's assessment of the nation's top hazardous waste site problems.

It is my personal ambition to be Number 1, as well, in the EPA's clean up of the nation's top hazardous waste site problems.

This morning, I will review the status of the progress we have made so far, and then present to you some of the practical issues we have encountered as we gain experience in managing the program here in Region II.

It is important to appreciate that, from the beginning, Superfund has been a nationally managed program. Not only does policy direction come from Headquarters, but all obligations of Superfund appropriations are made by the Assistant Administrator for Solid Waste and Emergency Response. Even so, the regions play an important role in shaping and providing momentum in the program.

During the first year of the Superfund program, the Agency concentrated on building the necessary management systems and developing a strong policy and regulatory framework. The National Contingency Plan, the principal document guiding the operations of the program, was promulgated in final form on July 16, 1982.

Once the first appropriations out of the Superfund became available to EPA in August, 1981, the focus shifted to field planning activities required for responsible decisions on site remedies. Region II played a major part in this aspect of the program.

To begin with, this region accounts for a disproportionate number of sites nationally. In November, 1981, EPA published an interim list of 115 sites and began work at many of them in the months that followed. Twelve of the original 115 sites were in New Jersey; eight were in New York. When the interim list was expanded to 160 in July, 1982, New Jersey gained five more sites and three more were added in New York. The proposed list of 418 sites nationwide was published in December, 1982. (One more site, Times Beach, Missouri was subsequently proposed for a total of 419). Ninety-six of these sites, nearly 23 per cent of the total, are in Region II.

This region has also received a disproportionate share of total obligations out of the Superfund. Fully 40% of all funds allocated for site response actions in FY 1982 and in the first quarter of FY 83 were directed to New York and New Jersey.

We have, to date, obligated over \$16 million from Superfund for 13 of New Jersey's 17 interim list sites, in addition to \$8 million previously spent at these and two other locations under Section 311, RCRA and special OR&D appropriations. That total will increase substantially this summer as we complete the field investigations and engineering studies now underway, and move to the remedial design and construction phases at several of these sites, including LiPari Landfill in Pitman; Bridgeport Rental and Oil Services; Price's Landfill near Atlantic City; and Burnt Fly Bog in Marlboro Township.

There are several noteworthy reasons for this level of activity. The obvious one is population density, plus the heavy concentration of industry, especially chemical manufacturing, that characterize New Jersey, and the Niagara Frontier region of New York. Certainly we have our share of the problems that CERCLA was enacted to address.

But perhaps the most critical element in implementing Superfund in this region has been the initiative demonstrated by both the New York and New Jersey state governments. Congress built an active role for the States into the legislation authorizing Superfund. That role requires the States to contribute financially and in other ways to clean up abandoned hazardous waste sites.



Both New York and New Jersey have succeeded in having had their funding available to provide the necessary matching share required to receive Federal funding. The early involvement of the State's environmental and the Agency's officials have also allowed both states to have primary responsibility of the Federal Superfund in meeting its State and programs for dealing with hazardous waste sites. For both New York and New Jersey, Superfund is not only a tremendously powerful tool to put to work on the problem, but their programs are not federally led. Both states have the capability to be full partners with the Federal government. For these reasons they have been more capable than most states in exploiting Superfund to their benefit.

Coupled with the resources is a strong will to get the job done. The aggressive posture adopted by Governor Kean in New Jersey, in particular, is the driving force behind the identification, investigation and listing process that resulted in so many sites being included on the NPL. EPA in Region II was more than happy to work with Commissioner Hughey and his staff in pulling together the site assessment phase of the program. EPA's regional Superfund office provided a lot of extra resources for this team effort, and it was to publicly acknowledge their efforts.

However, EPA and the State have also been able to do much in a non-regulatory way. In addition to the Superfund sites in New Jersey as part of a non-regulatory cooperative effort with the State, EPA has been able to provide technical assistance and information involving both the State and the Federal government.

The State's Superfund program; a systematic approach for identifying, investigating and evaluating potential contamination sites; implementing a systematic approach for the cleanup of hazardous waste sites in the State.

With funding in the amount of \$100,000, EPA has agreed with the State that a total of 25 sites in accordance with Superfund funding criteria are to be cleaned up by September 30, 1983.

We plan to sign cooperative agreements or contracts with new parties for remedial investigations/feasibility studies at 10 new sites, in addition to work at 15 sites now in progress. (Refer to Attachment 1)

The remaining 40 sites will be addressed using Superfund financing according to a proposed schedule beginning October 1983 through December 1986, subject to the availability of federal appropriations.

It is important to note that even though CERCLA authorizes the collection of \$1.6 billion in taxes to be placed into the Superfund between April 1981 and September 30, 1985, EPA's budget is subject to annual appropriations by Congress. One of the Superfund for fiscal years 1981, 1982, and 1983, could be appropriated out of the fund have been fully allocated. The President has requested \$1.6 billion in the FY 1983 budget. The Department has been told that \$1.6 billion will be available for Superfund by September 30, 1983. However, the State has been told that the Superfund will not be available until after September 30, 1983.



With the enormous task of cleaning up the nation's  
arduous waste problems. Remedial investigations  
ity studies underway at the highest priority  
out to bear fruit.

now at a real turning point in the program--at a  
we can really begin to accomplish the clean-up  
set forth in CERCLA. However, as we move  
forward, we are encountering a whole new set of issues.

the major issues as practical questions relating  
to specific site clean-ups. One might call them "nitty-gritty"  
issues. Whatever we term them, they will have a real impact  
on the effectiveness of the Superfund program. They include  
questions such as:

- \* What kind of clean-up must we undertake?
- \* Is the required technology available to  
implement the clean-up desired?
- \* To what level must we take the clean-up to  
ensure that we protect health and the  
environment?
- \* If we choose to remove the waste from the site,  
is there a safe, certain means of disposal  
that will not be prohibitively expensive?

Headquarters has taken the initiative in seeking answers  
three questions. An overall policy for assessing  
and environmental impacts of alternative remedies is  
development. Guidelines for such assessments are planned



and will be based on existing federal standards or on toxicological data when appropriate standards are not available. This work is a joint effort of the Office of Solid Waste and Emergency Response and the Office of Research and Development (ORD).

ORD is also developing a core of scientific and technical expertise to support Superfund implementation. The ORD program concentrates on evaluation and demonstration of equipment and techniques for identifying and correcting site problems and on assembling and adapting existing state-of-the-art technology for use in the field.

The most difficult of the questions that arise concerning the clean-up remedy at a given site may be the last--where does one dispose of the contaminated material that is removed from a site? CERCLA requires that the State assure the availability of an adequate, permitted off-site hazardous waste disposal facility if it is required for a site clean-up. While the State of New Jersey does have some limited capacity for disposal of liquid hazardous wastes, there are no secure landfills now in existence in the State that can receive any solid hazardous wastes and contaminated soils. Unless states are better able to handle issues related to the siting of such facilities, Superfund clean-ups could become very complicated and/or expensive as on-site containment or long-range transport of hazardous materials may be the only viable options available.

Cleaning up a Superfund site is an administratively complex process as well which requires interaction and coordination among a number of different institutions: EPA Headquarters and Regional Offices, the State, the Corps of Engineers, federal and state contractors, elected officials, and the public. EPA's Office of Solid Waste and Emergency Response has developed some flow charts which illustrate the steps in the clean-up process for both federal and state lead Superfund sites and the timeframes for the critical path activities. (Refer to Attachments 3 and 4) Region II has prepared a flow chart based on the actual implementation of the process in a real-life case, Price's Landfill. (Refer to Attachment 5) Recent EPA - Headquarters policy has been shifting to increase delegation of authority for certain program decisions to the regions, which will result in expediting progress at many sites. But the details are still being worked out.

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In January of this year I had the opportunity to visit the four proposed Superfund sites in the Ninth Congressional District with Mr. Torricelli. Because of the Subcommittee's interest in these sites, I will briefly review the status of each.

Maywood Chemical Sites

As far back as World War I, the Maywood Chemical Company extracted radioactive thorium from native ores. The process used resulted in thorium-contaminated waste which, while known to be radioactive, was not considered particularly dangerous at the time. The material was disbursed around the old Maywood Chemical property and was used as a fill in other locations in Maywood. Today, there are actually 18 locations involved--seven residences and three commercial properties. Testing by the Nuclear Regulatory Commission and the New Jersey Bureau of Radiation Protection disclosed gamma radiation levels and radon gas above background. Radon gas was detected at levels significantly higher than background at one private home.

The Maywood Chemical Sites have been placed on the Superfund Enforcement "Fast Track" because we believe that clean-up will occur more rapidly via negotiation. After the Maywood sites were placed on the proposed National Priorities List in December 1982, the responsible party was notified and negotiations commenced. Right now, EPA is pursuing a remedial investigation of the sites and other activities in support of the enforcement action.

Fairlawn Wellfields

The Borough of Fairlawn operates three wellfields to supply potable water to its 32,000 residents. One of the fields has been found to be heavily contaminated but low levels of organic contaminants have also been detected in the other two fields. Chloroform, carbon tetrachloride and tetrachloroethylene were among the major contaminants found. The source or sources of the contamination have not yet been identified. The Westmoreland Wellfield, the most contaminated, has been isolated and the Borough is supplementing its water supply by purchasing water from two water supply companies.

The Fairlawn Wellfields have been placed on the Funding Track of the comprehensive action plan for New Jersey. A Remedial Action Master Plan has been initiated by EPA and we expect it to be complete later this month. We anticipate that we will sign a cooperative agreement for a feasibility study with New Jersey by the end of fiscal year 1983. In addition, the State of New Jersey is presently carrying out an investigation designed to determine the possible sources of the contamination of the wellfield. We understand that State's investigation will be complete very soon.

Scientific Chemical Processing

This site is an inactive waste processing facility situated on a 13.5 acre tract in Carlstadt. The company was formerly involved in the recovery or recycling of various chemical by-products and waste solvents. Currently, about 375,000 gallons of hazardous substances are stored on the site in tanks, drums, and tank trailers. Ongoing investigations have revealed extensive soil contamination and oily-type leachate discharges. Groundwater contamination is strongly suspected.

This site has been placed on the Enforcement Fast Track.

On May 3, 1983, the State of New Jersey filed suit in State court against the owners and operators of the site. On May 28, 1983, the court ruled in favor of the State that the defendants are liable for clean-up and ordered them to submit a clean-up plan or evidence of bankruptcy by July 1, 1983. In the interim, an EPA contractor is reviewing SCP's corporate and financial history. EPA's contractor is also preparing a Remedial Action Master Plan for the site to define data gaps in support of the enforcement effort. A court hearing on the clean-up plan is scheduled for July 7.



Universal Oil Products - Chemical Division

This site is an inactive specialty chemicals manufacturing facility located in East Rutherford. The plant, razed in 1980, was located on a relatively flat 85-acre tract in the coastal wetland management area of the Hackensack River. Based on manifest records, over 4.5 million gallons of waste solvents and solid chemical wastes were dumped into one of two unlined lagoons located on the property. Site inspections and air and water analyses revealed contamination of surface water, groundwater, and a large amount of soil.

This site too has been placed on the Enforcement Fast Track. The next steps to be taken will include further site testing to develop a cost efficient clean-up program.

...

My experience with these and other Superfund sites in Region II has shown me that all the Superfund sites have one thing in common--each one is unique!! And, each demands a tailor-made remedy because of the special set of circumstances that surrounds each site. As technology advances and as we gain more experience by carrying the first group of projects through to the final steps, we should be able to streamline the clean-up process. We are now on the cutting edge and we must ensure that today's solutions do not become tomorrow's problems.

I am personally enthusiastic about our prospects for successfully carrying out the Superfund program, even as I have discovered that we in government have a toxic tiger by the tail. And the taming of this beast, or at least backing it into a cage, will require the most skillful and alert exercise of our public and private resources. For the foreseeable future, we will be concerned with the staggering task of discovering, and then recovering from, the irresponsible disposal practices of the past. I am confident that we will work closely with this committee in refining our tools to deal with the practical challenges that accompany major construction projects, which is how many of these clean-ups may be characterized. For the present, I would ask that our attention be focused on these practical improvements, so that when Congress considers whether and how to extend the program we will have had the benefit of a full range of clean-up experiences at diverse sites.

Resources are important and this region will continue to receive our fair share. But we are still learning "how-to" perform these complex remedial clean-ups, to improve institutional arrangements including siting decisions, and to work with the public who are most directly affected by our actions.

I especially want to thank you for this opportunity to review with you, and the public you serve here in New Jersey, our plans and our progress in carrying out this important Congressional mandate.

NATIONAL PRIORITIES LIST  
STATE OF NEW JERSEY

I. FUNDING/DUAL TRACK SITES (No. 1 to 42)

| <u>No.</u> | <u>NJ Lead</u>            | <u>No.</u> | <u>EPA Lead</u>             |
|------------|---------------------------|------------|-----------------------------|
| 8          | Burnt Fly Bog             | 1          | LiPari Landfill (Dual)      |
| 25         | Goose Farm**              | 2          | Price Landfill (Dual)       |
| 28         | Spence Farm               | 3          | Kramer Landfill             |
| 30         | Combe Fill South Landfill | 5          | GEMS Landfill*              |
| 33         | Pijack Farm               | 6          | Lone Pine Landfill (Dual)** |
| 34         | Syncon Resins**           | 7          | Bridgeport Rental & Oil     |
| 38         | Fairlawn Wellfield        | 12         | D'Imperio Property          |
| 39         | Combe Fill North Landfill | 13         | Krysowaty Farm              |
| 41         | Rockaway Boro Wells       | 15         | Reich Farms                 |
| 42         | Beachwood/Berkley Wells   | 19         | Kin-Buc Landfill (Dual)     |
| 60         | Friedman Property         | 24         | Sharkey Landfill            |
|            |                           | 27         | Chemical Control*           |
|            |                           | 35         | Bog Creek Farm              |
|            |                           | 58         | Swope Oil & Chemical        |

\*DEP Enforcement Lead  
\*\*Shared Enforcement Lead

Attachment 1

## NATIONAL PRIORITIES LIST

## STATE OF NEW JERSEY

II. ENFORCEMENT SITES (Fast Track)

| <u>No.</u> | <u>NJ Lead</u>           | <u>No.</u> | <u>EPA Lead</u>                 |
|------------|--------------------------|------------|---------------------------------|
| 4          | CPS/Madison Industries   | 11         | Scientific Chemical Processing* |
| 9          | Caldwell Trucking        | 16         | South Brunswick Landfill (BFI)  |
| 10         | Brick Township Landfill  | 17         | Ringwood Mines                  |
| 14         | Universal Oil Products   | 18         | Maywood Chemical Sites          |
| 20         | American Cyanamid        | 23         | Lang Property                   |
| 21         | N.L. Industries          | 26         | King of Prussia                 |
| 22         | Metaltec/Aerosystems     |            |                                 |
| 29         | Toms River Chemical      |            |                                 |
| 31         | JIS Landfill             |            |                                 |
| 32         | Rockaway Township Wells  |            |                                 |
| 36         | Chemsol                  |            |                                 |
| 37         | Imperial Oil             |            |                                 |
| 40         | Monroe Township Landfill |            |                                 |

\*Shared Enforcement Lead

Attachment 2A

## STATE OF NEW JERSEY

III. SITE ACTIONS TO BE DETERMINED (Initial Enforcement)

| <u>No.</u> | <u>N.J. Lead (Enf.)</u>     | <u>No.</u> | <u>EPA Lead (Enf.)</u> |
|------------|-----------------------------|------------|------------------------|
| 43         | Dover Well No. 4            | 49         | Hercules               |
| 44         | Roebbing Steel              | 50         | Asbestos Dump          |
| 45         | Vineland State School       | 54         | U.S. Radium            |
| 46         | Williams Property           | 63         | M&T DeLisa Landfill    |
| 47         | Renora                      |            |                        |
| 48         | Denzer & Schafer X-Ray      |            |                        |
| 51         | Jackson Township Landfill   |            |                        |
| 52         | Rocky Hill Municipal Well   |            |                        |
| 53         | Montgomery Housing Develop. |            |                        |
| 55         | Sayreville Landfill         |            |                        |
| 56         | Evor Phillips               |            |                        |
| 57         | Mannheim Avenue Dump        |            |                        |
| 59         | Ellis Property              |            |                        |
| 61         | Myers Property              |            |                        |
| 62         | Pepe Field                  |            |                        |
| 64         | A.O. Polymer                |            |                        |
| 65         | PJP Landfill                |            |                        |

Attachment 2B.



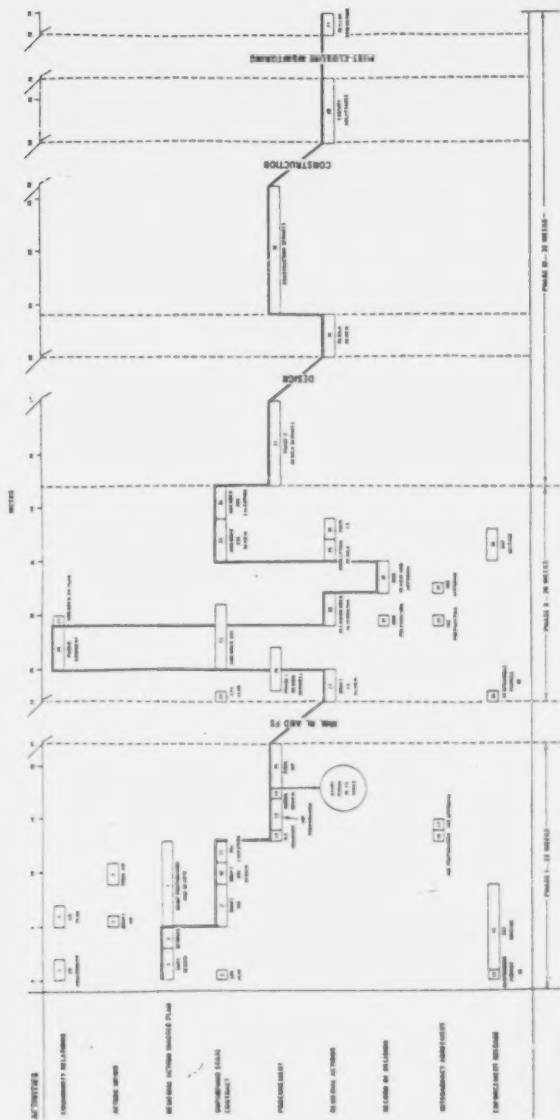
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NATIONAL PRIORITIES LIST  
STATE OF NEW JERSEY

III. SITE ACTIONS TO BE DETERMINED (Initial Enforcement)

| <u>No.</u> | <u>N.J. Lead (Enf.)</u>     | <u>No.</u> | <u>EPA Lead (Enf.)</u> |
|------------|-----------------------------|------------|------------------------|
| 43         | Dover Well No. 4            | 49         | Hercules               |
| 44         | Hoebeling Steel             | 50         | Asbestos Dump          |
| 45         | Vineland State School       | 54         | U.S. Radium            |
| 46         | Williams Property           | 63         | M&T DeLisa Landfill    |
| 47         | Renora                      |            |                        |
| 48         | Denzer & Schafer X-Ray      |            |                        |
| 51         | Jackson Township Landfill   |            |                        |
| 52         | Rocky Hill Municipal Well   |            |                        |
| 53         | Montgomery Housing Develop. |            |                        |
| 55         | Sayreville Landfill         |            |                        |
| 56         | Evor Phillips               |            |                        |
| 57         | Mannheim Avenue Dump        |            |                        |
| 59         | Ellis Property              |            |                        |
| 61         | Myers Property              |            |                        |
| 62         | Pape Field                  |            |                        |
| 64         | A.O. Polymer                |            |                        |
| 65         | PJP Landfill                |            |                        |

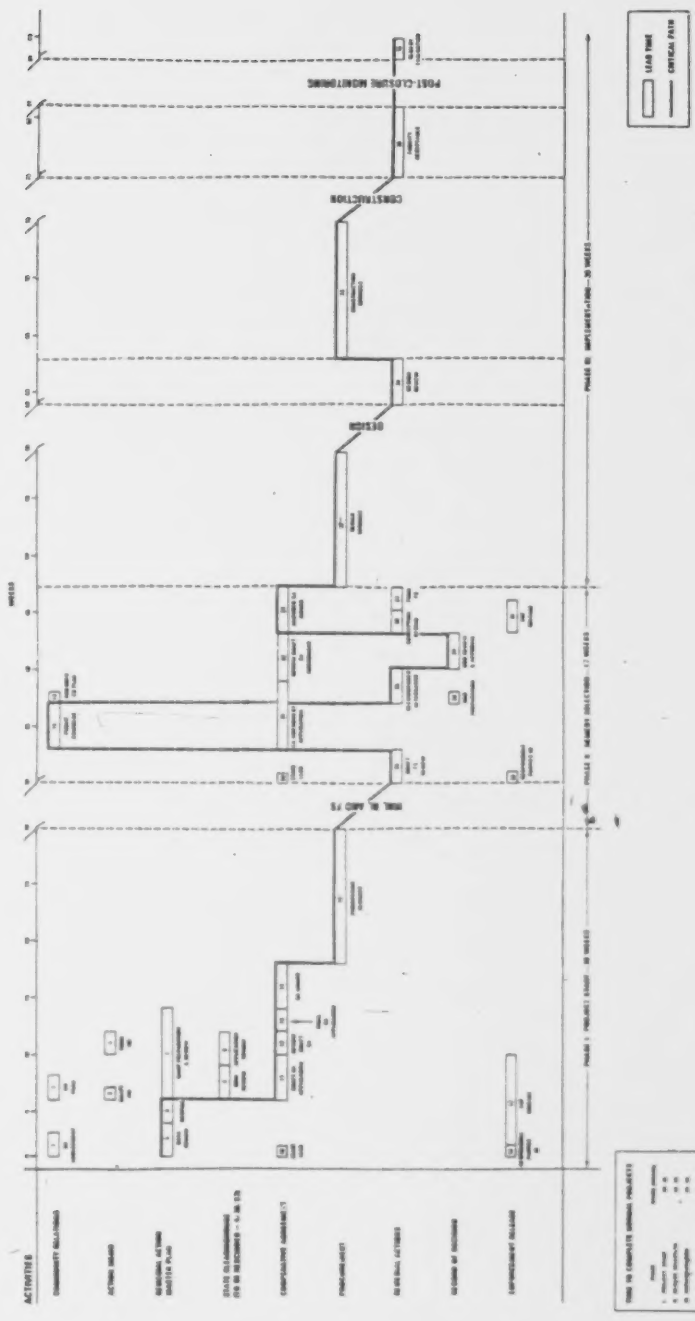
# AVERAGE SCHEDULE TO COMPLETE INDEPENDENT ELEMENTS UNDER FEDERAL LEAD



| TIME TO COMPLETE INDEPENDENT PROJECTS |       |
|---------------------------------------|-------|
| ACTIVITY                              | PHASE |
| 1. DESIGN                             | 1     |
| 2. CONSTRUCTION                       | 2     |
| 3. OPERATIONS                         | 3     |
| 4. CLOSURE                            | 4     |
| 5. DECOMMISSIONING                    | 5     |
| 6. RECONSTRUCTION                     | 6     |
| 7. REPAIRS                            | 7     |
| 8. MAINTENANCE                        | 8     |

NOTES:  
 1. ACTIVITY CANNOT BE COMPLETED IN PHASE 1  
 2. ACTIVITY CANNOT BE COMPLETED IN PHASE 2  
 3. ACTIVITY CANNOT BE COMPLETED IN PHASE 3

AVERAGE SCHEDULE TO COMPLETE INDEPENDENT ELEMENTS UNDER STATE LEAD



Attachment 4

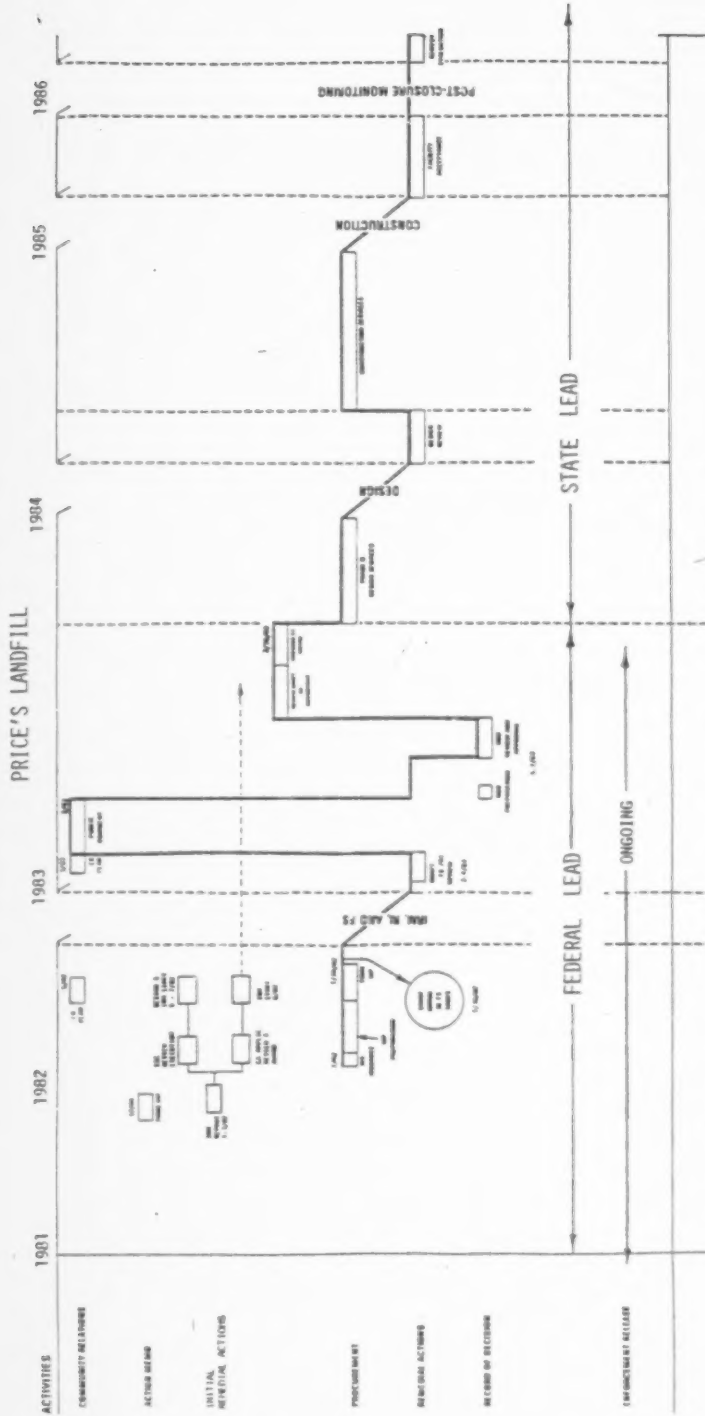
MARCH 21, 1993

TIME TO COMPLETE INDEPENDENT ELEMENTS

| Activity                   | Phase    | Weeks     |
|----------------------------|----------|-----------|
| 1. Project Kickoff         | 1        | 10        |
| 2. Market Collection       | 2        | 17        |
| 3. Market Entry            | 3        | 20        |
| 4. Post-Closure Monitoring | 4        | 10        |
| <b>Total</b>               | <b>4</b> | <b>67</b> |

NOTE: This schedule is based on the assumption that the project will be completed within the time frame specified. The actual time to complete the project may vary depending on the complexity of the project and the availability of resources.

SCHEDULE TO COMPLETE INDEPENDENT ELEMENTS



Mr. TORRICELLI. My first question, just so you would know what my thinking was at this point. You outlined the work on the first 25 of 65 sites. We have three sites in Bergen County that are rated in the priority order of Carlstadt, 11; East Rutherford, 14; Maywood/Rochelle Park, 18. That of course is now a separate case we can talk about.

Are you taking those 25 that you are proceeding on now by September in priority order based on your own priorities, the orders that you have established for them?

Ms. SCHAFER. The attachment that I have included with my statement indicates the priority rank that each of these sites has within the State of New Jersey, not nationwide. Just out of the 65, where it ranks in New Jersey. And you will notice that some have low numbers, that is, they are high-ranked sites, LiPari, Price, GEMS, and some have relatively high numbers, that is they are low-ranked sites.

Mr. TORRICELLI. Why do you not review for us the Fairlawn, Carlstadt, East Rutherford, and go through and tell us where they are on that priority list to the extent that they are relevant to the schedule you are now outlining for September, and in each case give us a date that you think attaches to that site, so that people can easily understand.

Ms. SCHAFER. Very good. In the case of Fairlawn on our funding list, that is, the list that we expect to have work underway as far as signing a cooperative agreement or contract with the State during this fiscal year.

Mr. TORRICELLI. You mean by October 1.

Ms. SCHAFER. By October 1 we expect to have a cooperative agreement signed with the State of New Jersey.

Now, the borough of Fairlawn has requested prior approval from EPA to receive reimbursements from Superfund for the installation of treatment facilities on the contaminated wells. In this case the community would like to get a head start even before we are able to do the necessary arrangements for providing Federal financing to undertake the studies.

One of the problems at Fairlawn is that we do not know what the source of the contamination is. And although the community would like to put their wells back into service, rather than just pumping them out to waste, what our concern is is to identify the source of the contamination and cut off any continued flow of that contamination into the wellfield that this community uses.

For this reason we need to do a feasibility study and field investigations. We have already underway what we call our remedial action master plan, which is sort of a first step in drawing up all of the information. Kind of really a desk effort available to try to identify where this material might be coming from and what the best approach is for cleaning it up.

We expect a preliminary draft of that remedial action master plan in my office toward the end of this month.

Mr. TORRICELLI. There are three problems with Fairlawn. There is finding the source, cleaning the current contamination and then what to do about the water problem.

Ms. SCHAFER. That is right.



Mr. TORRICELLI. That master plan, you say you expect it this month?

Ms. SCHAFER. We expect a draft before the end of this month. That is correct.

Mr. TORRICELLI. Including action on all three of those components or problems?

Ms. SCHAFER. That will tell us how to address all three components of the problem.

Mr. TORRICELLI. All three. And do you foresee Superfund funding eventually, assuming the technology is available to address all three as well?

Ms. SCHAFER. Yes, I do. I expect Superfund funding, in fact, the whole purpose of the cooperative agreement which we expect to sign with the State will be to provide financing to undertake the necessary remedial investigations and feasibility studies which will tell us where the material is coming from and how best to clean it up.

Mr. TORRICELLI. Does that include, Jackie, and I have never heard an answer before, a reimbursement of what the town of Fairlawn is now spending?

Ms. SCHAFER. The town has asked us to consider reimbursement. We are investigating our authority to do that.

Mr. TORRICELLI. There is no decision, but you are addressing that.

Ms. SCHAFER. That is something we are looking at.

Mr. TORRICELLI. Can you give us an idea of when you think EPA will be able to render a decision on that issue?

Ms. SCHAFER. I cannot do that right now, but I will try to get back to you shortly on that. This is something we are trying to discuss with headquarters. And we may know better when we have this remedial action master plan.

Mr. TORRICELLI. I would appreciate knowing where we are on that.

Now, given the fact that you have now told us that, yes, all three of those issues will be addressed, on this specific site of Fairlawn, which on the national list is listed 38th. I do not know, you may have said where it is in the State priorities. Could you give us an idea then of what you see timing being on any one of those three stages?

Ms. SCHAFER. Fairlawn wellfield is 38 out of 65 in New Jersey. That is the New Jersey rank. It is lower nationally.

The cooperative agreement is a State lead.

Mr. TORRICELLI. By October 1.

Ms. SCHAFER. We expect to have a cooperative agreement signed. That will secure the funding for the remedial investigation that is necessary to determine where the material is coming from.

Mr. TORRICELLI. Then does it also outline a plan of action?

Ms. SCHAFER. That is what the funding will be used to do, to investigate the site further to find out where the material is coming from, as well as to evaluate all of the engineering alternatives that we might want to look into to actually clean up the sources of contamination at this site.

Mr. TORRICELLI. Is it possible to say yet whether or not the investigation on the source can be done at the same time that the cur-

rent contamination is cleaned? Or is that just an engineering question that cannot be answered now.

Ms. SCHAFER. That is an engineering question. At this point, Jack, do you want to address that? Jack Stanton, of course, runs this program for the State.

Mr. TORRICELLI. Jack Stanton is from the New Jersey Department of Environmental Protection. Jack, we can hear your statement in a little bit, but you might, to the extent that it is relevant, help us with this line of questioning now.

Mr. STANTON. Once the RAMP is finished and we sign the agreement, the next step is a feasibility study.

Mr. TORRICELLI. And you see that, I just want to be clear for everybody here on the dates and such. You see that as a post-October 1 question of then signing to begin the work?

Mr. STANTON. Well, pre-October 1 to sign the agreement. And then the scope of work that is part of the agreement, that becomes part of the cooperative agreement between the State and the EPA goes out to bid, a competitive bidding process, under State law, and we get bids in from engineering firms and evaluate them and then award a contract to one of those firms.

They will be looking for the source. If it is possible while looking for the source just to correct the problem, that will be looked into too.

Mr. TORRICELLI. Then you would do it.

Now, in the meantime, if you were going out to bid on this after October 1, I assume that is correct, sometime after October 1 you would go out to bid.

Ms. SCHAFER. On engineering work.

Mr. TORRICELLI. Now, in the meantime, we have got this problem of what to do with the wells, which does not seem to me to be related to the source. How does that proceed?

Ms. SCHAFER. Well, it may be related. And one of the things, of course, we want to be sure of is that whatever we do at the wells, which might put them back into service, which is what the community would like to do, would not exacerbate the problem. And that is a concern that we have.

What the community is looking at right now, as I understand it, is to air strip some contaminants from the pumping wells which are no longer being used right now, and put that back into use, rather than rely on alternative water sources, which are now purchased outside the community. And this is something that they have asked us to explore with them, and we are trying to do that.

Mr. TORRICELLI. But you do not see a decision or action on being able to solve the problem at the wells until October 1 as well?

Ms. SCHAFER. Not necessarily.

Mr. TORRICELLI. A decision to go ahead and assist Fairlawn with helping purify the water at the wells could be made before that date?

Ms. SCHAFER. That is correct. That is possible and we are exploring that with them at this time.

Mr. TORRICELLI. I take it the technologies to do that however you had a chance to evaluate or assess whether or not it is possible to do?

Ms. SCHAFER. That is exactly the kinds of things we are looking at right now. And whether the contaminants we might find lend themselves to being corrected by the technologies that are available to us, or whether we would have to do something much more complicated. If that is the case, we might have to wait until later.

Mr. TORRICELLI. Let me just for a moment move on. In East Rutherford, I understand it to be the largest in terms of gross volume, perhaps, of our toxic waste sites. I show a ranking of 14. Very, very high.

I wondered if you could describe for a moment, this being the Universal Oil Products site, timing on it, and what we can expect to take place in East Rutherford? How it relates to priority?

Ms. SCHAFER. This is one of the sites which we have placed on the enforcement fast track. The group that were we to go Superfund financing, we would not be able to get to until the beginning in fiscal year 1984.

Universal Oil Products, as I am sure people in this room know far better than I, was a chemical manufacturing facility which was taken down in 1980, and I know from people that have lived around here, that that was a very unpleasant neighbor to have here. That it was a very, very smelly operation.

Mr. TORRICELLI. It is just as unpleasant to have their remnants.

Ms. SCHAFER. That is absolutely correct, but unfortunately, you do not notice it as much that way, as people did years ago.

But it is also a site which is owned by a company, we know who is responsible for it. And that is why, because there is only one company involved, it is not a case where it is a dump where maybe hundreds of generators have put in.

Mr. TORRICELLI. Are you in negotiations with them now?

Ms. SCHAFER. That is what we call a State lead enforcement site. And, yes, the State has already undertaken substantial amount of work which contribute to.

Mr. TORRICELLI. Jack, would you like to comment on that on the stage of negotiations with Universal?

Mr. STANTON. I spoke late last night with the attorney who is handling the case. We have a consent order, an administrative order that the State issued with the company. We are very close to settlement.

Mr. TORRICELLI. You are very close to settlement?

Mr. STANTON. Yes. That is what I was told last night by our attorney. They actually did not want me to discuss too much about it.

Mr. TORRICELLI. I understand that.

Mr. STANTON. But basically they feel very close to settlement. And the company is already taking action as part of this administrative order to start to implement what we are discussing.

Mr. TORRICELLI. Is there an engineering study already done at this point or does that await settlement?

Mr. STANTON. Well, the company did hire in March 1981 an engineering firm to come in and do a hydrogeological investigation to determine the extent of the problem and to see what would be necessary to correct it.

Mr. TORRICELLI. Does this mean at the point you reach agreement, you then immediately can proceed to actual work? The day

you reach a settlement, you can then put bids out on doing the work? There are no other stages involved here.

Mr. STANTON. Right. And when it is an active company like this, it is not necessary to bid it. The company does the work or the company brings a consultant in. It is just a business agreement. They are not bound by the State's procurement procedures. And they actually are already doing a lot of the work as we are negotiating with the lawyers in negotiating the final consent order, the final dates, the final levels of what is going to be determined.

Mr. TORRICELLI. Is Universal Oil Products in the kind of financial condition that it can be able to absorb the scale of these settlements, in your opinion?

Mr. STANTON. Yes. Once again, when I talked to the attorneys they tell me that they are. And they think they are a company that wants to stay in business, and does want to clean it up itself and continue to be a viable operation.

Mr. TORRICELLI. Tell me what you think a reasonable timeline is on Universal Oil Products. I understand it is impossible to gauge actual negotiations. But give us a sense of how you see things proceeding from here, so people have an idea how long it sometimes takes when you put work out to bid. How long it might be to formally conclude these. And if you have any sense, how long the work would actually take. This is, I believe, 3½ million gallons, is that correct?

Mr. STANTON. It was.

Mr. TORRICELLI. It was a sizeable quantity of material.

In any case, if you would just give them some sense of that on the record, so that we know what you are now envisioning.

Mr. STANTON. I was told last night by our attorneys that they hoped to have a signed agreement detailing exactly what would be done by within 2 to 3 months. They are that close to a final settlement.

Mr. TORRICELLI. So by the end of the summer you see a settlement with Universal Oil Products.

Mr. STANTON. If not before.

Mr. TORRICELLI. If not before. What is your expectation then on what the time would be required to put something out to bid and actually break ground?

Mr. STANTON. I just do not have that information with me. If Dr. Sadat were here, he would have it. But as I will explain when I get to give my statement, if you have seen the activities of the last couple of days, we have people scattered in a number of different places, last night, this morning.

Mr. TORRICELLI. I can imagine. Do you, however, have a deadline that you can share publicly on what you are going to insist upon as a time line?

Mr. STANTON. I will tell you what I would like to do on this particular one, because I was cautioned last night by the attorneys to not say too much.

Mr. TORRICELLI. Can you state for the record, something that does not jeopardize their legal negotiations, which I have no desire to do, but at the same time to give people of Rutherford-East Rutherford an idea of just what EPA will tolerate in length of negotiations, and what they will tolerate in the time necessary to start



breaking ground? Because obviously we all want to be cooperative, but there is just a period beyond which we will not go.

Mr. STANTON. Yes. I will supply you with a letter, or we will call your office tomorrow, and I will supply a letter to the committee stating the exact status of the negotiations, when we think there will be a signed agreement and how long we think cleanup will take after that agreement is signed.

Mr. TORRICELLI. Now, the Carlstadt site, the one that has received less public attention ironically than many others but is the highest priority site in Bergen County. I have it rated as No. 11 on your EPA list. It is a Federal lead site, if I remember that correctly, is that right?

Ms. SCHAFER. Yes; that is correct.

Mr. TORRICELLI. Could you tell me a little bit about the situation with the Carlstadt site, being that it is a highest priority?

Ms. SCHAFER. A reminder that actually this is a shared lead site. This is a little bit unusual because there has been activity both federally and from the State point of view.

Just some little bit of background. This site is an inactive waste processing facility. Received about 375,000 gallons of hazardous waste substance, stored there in tanks, drums, and tank trailers. They have extensive soil contamination due to spillage, due to poor housekeeping and maintenance, and ground water contamination is the suspected problem there.

Mr. TORRICELLI. Have you identified the source of the contamination?

Ms. SCHAFER. It is listed as a sloppy operation of a hazardous waste processing plant. It is an inactive waste processing facility. They brought waste to the site and then just did not properly care for it. It is the kind of thing, had RCRA been in existence years ago, we might not have gotten to this place because it would have been regulated under the Resource Conservation and Recovery Act. But here it is an inactive wastesite now.

Mr. TORRICELLI. What is the condition of the corporation involved?

Ms. SCHAFER. I am advised that there is evidence that they are not very sound financially. And I do not have much in the way of details on that.

Mr. TORRICELLI. Have you got the name of the corporation?

Ms. SCHAFER. Scientific Chemical Processing is the name of the company itself, but I do not know who owns that.

Mr. TORRICELLI. Are you now in active negotiations with them?

Ms. SCHAFER. Yes; I would like to review the enforcement status right now and then explain. If that does not produce results, then of course we would go Superfund cleanup, which is the whole purpose of putting it on that track.

There was a Federal district court trial which resulted in three corporate officials of Scientific Chemical Processing being convicted of mail fraud, charges arising out of the disposal of bulk solvents into the Newark sewer systems, and drum waste into Lone Pine landfill. So this is really part of the criminal investigation going on at Lone Pine.

In April of this year, EPA tasked our contractor to commence a review of the Scientific Chemical Processing's corporate and finan-

cial history at its present status. That investigation is being done and that will be provided to me and I would be happy to try to provide that to you as soon as possible in response to your question about the soundness of the company itself.

In May, just this past May, the New Jersey Department of Environmental Protection filed suit against the site owners and operators, to require the defendants to remedy the environmental regulations at that site.

And on May 27, the State court ruled that virtually all defendants are liable for the cleanup and must submit a cleanup plan by July 1, 1983, or show poverty.

On July 7, 1983, the State court will hold a hearing on the adequacy of the cleanup plan.

Mr. TORRICELLI. July 7?

Ms. SCHAFER. That is correct. The court has established that as a date for the party to respond.

Because we have included this on our fast-track enforcement list, if this does not prove successful, depending on the outcome of these reports this summer and what the judge would recommend doing, we would be prepared beginning in fiscal year 1984 to again initiate a cooperative agreement, a contract with the State to undertake the feasibility studies and remedial investigations that we need to do to support a later cleanup effort.

Mr. TORRICELLI. That is very important. Let us be clear in our minds then.

By October 1 of this year, if either by legal action or cooperative agreement with the corporation, we have not reached the point where they are accepting responsibility and moving forward, that is the end of the line and we are going to move to where the State government moves ahead to an engineering study and then begins cleanup and you will seek compensation later?

Ms. SCHAFER. That would be the general pattern. Now, October 1, 1983, is the beginning of fiscal year 1984. Assuming we will have a number of these, I believe we are planning to put together 12 cooperative agreements or contracts during the course of that fiscal year beginning October 1, 1983. Where this particular site would fit within that timeframe, I am not quite certain yet. And that would depend on where we are with other sites.

Mr. TORRICELLI. A No. 11 priority site, it is hard to imagine many that are more important.

Ms. SCHAFER. It is definitely a high priority site.

Mr. TORRICELLI. Now, let me ask you this. Congressman Florio addressed the point, we read it in the papers and all feel better about it, and Mr. Ruckelshaus has now made this statement that we will proceed to clean up and seek compensation from corporations later. Here you have got a case where apparently negotiations have not thus far been successful. There are questions about the health of the corporation. The question is almost vague. Why wait?

Ms. SCHAFER. Well, the reason is that we are trying to manage all of the sites in accordance with the resources that we have available to us. We are not waiting in the case of 25 sites where we have work underway or are signing cooperative agreements and contracts before the end of this fiscal year.



Mr. TORRICELLI. Why is the Carlstadt site, being No. 11, Jackie, that is what I do not understand about the list, being No. 11, why is it not in that 25?

Ms. SCHAFER. We felt that there was some promise that we could get responsible party cleanup out of this particular site. And, therefore, we wanted to pursue that. If pursuing that does not produce results in a reasonably urgent amount of time, we will then bring Superfund moneys to bear on the site.

We felt that there was a good change here. Our attorneys felt that there was a good chance to pursue enforcement activity to get them to respond. And indeed the court told them that they were responsible.

They are expected to bring a plan to the court expeditiously, and presumably the judge will order them to carry that plan out.

Mr. TORRICELLI. But in any case, the date the people of Carlstadt should have in mind is October 1, knowing that the whole strategy is going to change on that date if you have not succeeded with that.

Ms. SCHAFER. Well, it may have to change before that depending on what the State court does.

Mr. TORRICELLI. Legal action is exhausted or negotiations collapse. Is there anything else, Jack, you would like to add to that?

Mr. STANTON. No. We have been working with EPA closely on this. We felt it was close to a settlement once or twice also. And we would move very quickly once a decision was made that maybe we could even squeeze it into this fiscal year if that were possible.

And I would like to just point out as Jackie pointed out, that part of the time constraints on this is a resource consideration. The scopes of work that have to be done to go out to bid to get the engineering studies in have to be carefully done. If the first step is not done properly, the whole rest of the house of cards could fall with spending several million dollars and being 1½ years down the road, and not having a solution.

Mr. TORRICELLI. I understand that.

Mr. STANTON. So we have to have very qualified people that develop these scopes of work, which then become the basis for the whole operation for the next year or year and a half.

Mr. TORRICELLI. Now, before we go on to Rochelle Park/Maywood briefly, is there anything on these sites, East Rutherford, Carlstadt, Fairlawn, in terms of their health impact or quality of life impact in those communities that the people of those towns should know that is not already in the public record? Anything you would advise about those sites, changes, qualities of the pollutants, anything further that you would like on the public record the people of those towns should know, the public officials in this town should know about the pollutants at those sites?

Ms. SCHAFER. I do not have anything in particular that has not already been discussed here this morning. I am, because you showed it to me, aware that the UOP site is a secure site. People are not going to accidentally walk onto the site, which was a problem, for example, at LiPari, where kids with dirt bikes can ride up the site.

Mr. TORRICELLI. Is that true at Carlstadt?

Ms. SCHAFER. I believe that is also the case at Carlstadt.

Mr. TORRICELLI. That it is also secure so that at least there is not visible public contact. And, of course, that is true in Fairlawn. So that is one thing we can rest better about in terms of public contact with pollutants in a visible way.

In each of those three, do you consider them to be stable or is the contamination expanding while they are in the process of negotiation and study? And is it possible to conclude that?

In Fairlawn I think it is pretty clear that it is not stable.

Ms. SCHAFER. It is very difficult to tell. That is what our remedial investigations are aiming to do, to try to track the path of the pollutant itself. And try to determine what the extent of the contamination is, if it is growing, then we would undertake a remedial action, or the responsible party would, to address the full problem.

Mr. TORRICELLI. But we know in Fairlawn it is growing.

Ms. SCHAFER. Well, the problem is certainly, there is a source there.

Mr. TORRICELLI. I mean, let us be as candid about it as we can.

Ms. SCHAFER. What you people also should realize is that those wells are not being used for providing water supplies. There is an alternative water supply.

Mr. TORRICELLI. No one is drinking polluted water in Fairlawn.

Ms. SCHAFER. That is correct. There is water coming in from another source which is clean.

Mr. TORRICELLI. But it does seem to be traveling. I want to be responsible about this. My impression is that it is traveling and people should know that. I have never heard anyone speak to that subject in Carlstadt or Rutherford. I know the quantities in East Rutherford are very large. But I have heard only theories about whether or not it is traveling there or it is stable.

Do you know that? Or is that strictly a question we are not going to know until the engineering thing is done?

Ms. SCHAFER. I think the remedial investigation will help us determine those facts.

Mr. TORRICELLI. And at this point you do not know.

Ms. SCHAFER. We do not know. But when surface, when ground water is contaminated, there probably is, there may very well be a continuing source of that contamination leaching out, and that is, of course, one of the objectives of our work is to control the source of the contamination from getting into ground water or surface waters running off into a stream, for example.

Each of these sites also, I want to make an important point here that I think many people may not realize. Sites which are placed on the Superfund list are placed there not only because they may pose an imminent threat to the public health or to the environment, but because they have the potential for doing so. Even though at any given point in time they may not be adversely affecting water supply, for example, there is the potential for the material to migrate, for the situation to deteriorate, and to cause a public health problem.

One of the reasons we put a number of sites on this list was not so much that it is causing a health problem right now, but that it had the potential to do so if it went unchecked. And that is a major aspect of this program which I think many people do not realize,

when we use the words "top hazardous waste sites" not every one of these sites is an imminent threat to the public health.

However, if left unattended, it could be one of these days.

Mr. TORRICELLI. Finally before we talk about the Rochelle Park region briefly, can you give people some concept of beyond these priority sites, which I think you have rightly identified and properly ordered in priority, what is the scope of the problem in this part of our State in Bergen County, if you know? On other sites, I do not want people to walk out of here thinking there are four toxic wastesites and otherwise all is right with the world. Give us some idea beyond this so we get a feeling of the scope of the problem and the years it is going to take to correct it.

Ms. SCHAFER. EPA maintains a system or a list, a computer list, of sites which we had some information about but not enough to determine whether or not there is a threat to the public health or to the environment. We have received a special appropriation from Congress under section 3012 of RCRA, and we have allocated funds to the States which will help them, along with their own local resources, investigate other sites.

In New York, I know that there are over 1,000 sites in addition to the ones which are on the Superfund list in New York. And in New Jersey the number is more like 750 sites in the system.

Mr. TORRICELLI. Identified are 750 in the State of New Jersey.

Ms. SCHAFER. In the system. Some are very small sites. Some are just a few drums. We are just not sure.

In some cases the inventory apparently includes some gasoline stations in some States.

Mr. TORRICELLI. How close are we coming to completing the inventory? Is 750 close to a final number we are going to arrive at? Or do you believe there are large numbers of these sites yet undiscovered?

Ms. SCHAFER. Let me turn that question over to Jack, because as I pointed out in my opening statement, the State has a comprehensive plan to address a large number of sites, much larger even than the 65 Superfund sites that we will participate in the cleanup on. And he may have a better sense of the total number to deal with.

Mr. STANTON. The number that we are dealing with now is between 700 and 800 based upon the EPA computerized system. We are in the process of receiving a \$450,000 grant over the next 2 fiscal years out of RCRA funding, which is different from Superfund funding, to evaluate these sites.

And as Ms. Schafer pointed out, this is everything from a phone call that might have come in to someone. For example, there happens to be a very reputable nationwide company that purchased property in a municipality to build on, and when this company was just doing core borings to see where they were going to put their footings in, and it had nothing to do with hazards of toxic wastes, discovered a murky, oily liquid in the soil. Ran the test and discovered it was PCB's.

Well, this company, once again being reputable, immediately retained a New Jersey law firm to see what was proper to do. They were advised to notify EPA through the system. They notified us and they are in the process now before they build of just cleaning this up. It happened to be just a pocket and the corporate records

traced it back to a heat exchanger explosion back in 1956 and the heat exchange medium was oil with a PCB base. And it will be a cleanup that will be fairly simple and be done before they start to construct, but that site will show up on this list with 750.

We did an initial analysis when we were first starting to do our Superfund sites, the ones that we were going to miterize to try to get ranked based upon some of the congressional documents that had started a good number of these lists. And when we went to some of the sites, we found that they had been cleaned up already by the owner. It was just several drums that were just there, and maybe they did not even have waste in it, but someone wrote a letter in and reported drums on a site. That became part of this list.

We went out there and found that the person wanted to sell the property or whatever, cleaned it up themselves, and this site, but it is still carried on the list.

So the number that we have now, and we have them categorized, we are actually finding out in crosschecks in starting to do the work under this grant, that sometimes the site is listed two or three times in a listing just a different company or a different name, the way it was reported, without going through blocks and blocks and condensing and condensing. So to answer your question, we have the list. We are developing a program. As a matter of fact, this toxic site or the dioxin site that surfaced yesterday, was one of the ones that was on this list of 750 that we intended to look at because it came out of a study that said, and all the study said is "agent orange was produced there years ago. You might want to look at this." So that was on that list.

So we are working on it. As the Governor said, yesterday, announcing the site, we hope we do not find too many more big surprises. On this list of 750 sites that we are looking into now, there are no sites that people have complained of any kind of ill effects or health effects or odors in water. There is nothing where, if we got something like that, if EPA did, we would be responding immediately.

These are sites that somewhere in the history of doing whatever we did with chemicals and hazardous waste, someone wrote a letter, someone told a local police officer, someone wrote to EPA or wrote to us, that something happened there. So it may turn out that many of these turn up not to be sites at all, but at least then we will know that.

I would not want people to panic or to get over-concerned, but we do have the list. We are looking at the list. And we eliminate sites or find out that they are serious, we will be moving for those sites to come onto Superfund or to be cleaned up by the State's Spillfund, which is a separate funding source that the State has.

Ms. SCHAFER. Yes. I would like to point that there is a mechanism now for a quarterly update of the national priorities list. When the priorities list becomes finalized, which should be announced in mid-July, shortly after that there will be what is called a first quarterly update. And that will be an opportunity to drop sites from the list which have been totally cleaned up, or add new sites, but we have identified through the process that Jack has been describing to the list.



And we have received some submissions from the State which we are evaluating now, ranking on this hazard ranking system. And this is an ongoing process.

Mr. TORRICELLI. One of the methods of identifying sites though, I take it, is cooperation from the public, local police, community organizations who know the sites, peculiar things in the neighborhood, and then contact the appropriate officials.

Ms. SCHAFER. Absolutely.

Mr. TORRICELLI. My experience is that this is an important method in identifying expanding number of sites.

Ms. SCHAFER. Absolutely. And we also have mechanisms under the statute which allow us to get information, solicit information from the landowners or where we can identify responsible parties to fill that out.

Again, the resources that we were talking about in through this section 3012 grant is going to be combined with our own contracted resources, known as our field investigation team, to go out and further investigate these sites, so that they will either drop off the list, as Jack pointed out, or they will begin to be moved through the process which may end them up on a Superfund list sometime in the future.

Mr. TORRICELLI. Based on the House of Representatives, Jackie, you are going to have more inspectors working for you. It is unusual when inspectors and employees are being forced upon the Government, but it appears to me there is a kind of will to expand the network of people looking and investigating these sites. So I think the Jackie Schafer empire is going to expand.

Let me just turn now to Rochelle Park and Maywood, finally, as the last site.

As you know, I think we have shared a commitment to having that site cleaned. We recognize that it has unusual qualities to it that have made it different. The fact that it is thorium, not a usual toxic material. That it has involved a contract with the Federal services over the years. Several qualities have distinguished it.

As you know, I have taken the problem there very seriously, and finally have seized an opportunity to have it cleaned hopefully without requiring Superfund money, because the voluntary actions of the corporation involved, admirably. And also because through the nature of the site, a willingness by the Congress to specifically appropriate money to do the work immediately.

That does not, however, as you and I recognize and EPA, the role ends. Ensuring that cleanup is done to proper standards will require the continued cooperation of EPA, a continuing commitment to re-enter the site if for some reason Federal funding does not materialize as now promised, also requires a continued EPA involvement.

But in any case, a couple of my hopes are that, one, this clearly will significantly advance the time of cleaning the site. Not as quickly as the newspapers this morning reported. They said we would have the engineering study done by July. I hope we can begin in July. But the optimism of the press aside, it should advance the dates, and it should also solve this problem outside the Superfund, so that I would hope that the money thereby saved from Superfund can be used on other sites.



I know, as you have said this morning, that the amount of money for the 418 priority sites in this country is not nearly sufficient to do all of them. So I am hoping that the extent to which we have solved this problem outside of Superfund can mean an advancement in dates, even if only marginally, for Fairlawn, Carlstadt, East Rutherford, and other sites.

I would, however, if you thought it appropriate and have comments you would like to make on this part of the agreement, I would appreciate hearing them.

Ms. SCHAFER. I think I would appreciate this opportunity to go through the history of our efforts through negotiations, to Stepan as the responsible party under the Superfund definition of responsible party to voluntarily take action at this site. And I would also like to tell you what some of our plans that grew out of the discussions that you and I and Ms. Roukema had, Bob was there also in Washington, a number of weeks back, which would allow us to try to accelerate our efforts at this site.

Before December 30, 1982, which was the date that the Superfund list was published and the Maywood site was placed on that list, there had been a number of attempts by the State as well through discussions with Stepan to undertake some sort of action for cleanup at the site. Those were not successful and on January 18, 1983, shortly after the list was published, EPA issued Stepan Chemical, a responsible party under CERCLA, a notice letter, requesting that the company itself cleanup the site. And by site we mean the combination of residential sites, as well as commercial properties in the neighborhood.

The notice letter stated that if Stepan failed to perform the cleanup, EPA may proceed to do so, and Stepan would then be held liable for all costs incurred by the Government.

On January 19, of this year, and again on February 3, 1983, representatives of EPA Region II and Stepan met to discuss settlement. By letter dated February 2, Stepan proposed to perform the necessary remedial investigation and feasibility study to determine the appropriate cleanup.

However, at that time the company was unwilling to commit itself to the design or the performance of the actual cleanup work. Under the company's proposal, the question of responsibility for site cleanup would be left for later resolution.

Now, at the time that Stepan made its proposal, it was EPA's policy not to settle with the responsible party who offered to perform their remedial investigation and feasibility study without also agreeing to the actual cleanup.

In this instance we considered making an exception to this policy, but ultimately decided not to do so because of overall management policy issues relating to enforcement actions in sites all over the country.

In early April, EPA agreed with the New Jersey Department of Environmental Protection that Superfund money would be committed to clean up Maywood properties during fiscal year 1984, which begins October 1 of this year, unless a settlement could be reached with Stepan beforehand.

In early May, EPA decided to move ahead with certain activities which we believe would either facilitate a settlement with Stepan

to undertake both studies in cleanup or serve as a basis for further EPA action of the Superfund should the negotiations fail.

These activities which are now underway are intended to address some of the stumbling blocks raised by Stepan as reasons for the company's unwillingness to commit itself to the entire cleanup at all properties in Maywood and Rochelle Park at this time.

These stumbling blocks all come down to how much will it cost and who pays.

First, EPA will perform an assessment of the nature and extent of contamination at the commercial properties which have not been investigated to date. As you know, I have agreed to use previously gathered information on the residential properties, which was developed by the Department of Energy and by the Nuclear Regulatory Commission and by the State. But doing this additional work will result in an assessment of the total amount of contaminated material which needs to be removed, the residential properties as well as the commercial properties, the total amount of material we did not really know.

Plus it will provide the basis for an accurate estimate of the cost, which is the other large unknown, and mitigate the uncertainty about the ultimate cleanup cost.

This investigation which we propose will be conducted by Region II's field investigation team, will plan to be started on June 27.

Second, EPA will provide the cleanup criteria for the remedial action. That is, the cleanup standards for thorium waste, which was a major concern of Stepan, were proposed in the Federal Register just recently, on April 29, 1983. Knowing what the cleanup criteria is will address the company's two major questions: What is the volume of material to be removed? And what is the cost of cleanup?

Third, EPA has been in contact with the Nuclear Regulatory Commission staff to obtain assurances that the license currently held by Stepan to store material on its property can be amended to allow for the storage of any additional material that will be removed from offsite areas. This was a critical point in our discussions with Stepan, our lawyers discussions, since disposal on Stepan's property is certainly the least costly and possibly the only available option for the removal of the material.

At this point I would like to point out that the limited capacity of the few approved national disposal sites accepting low level radioactive waste, severely curtails our disposal options. We could indeed be faced with the socially disruptive option, which I personally wanted to avoid, of relocating residents or leaving contaminated material in the community until the regional disposal facility for low level radioactive waste is established.

EPA's remedial investigation is scheduled to be completed in mid-August, at which time we will once again ask Stepan to undertake the work under CERCLA. In the interim, EPA's remedial contractor will be working on a remedial action master plan.

Should Stepan at that point decline to undertake the remedial action, EPA would be in a position with the information in hand to proceed with a relatively straightforward feasibility study and to implement whatever remedial alternative is open to us.

Again, it is very important for us to be in a cooperative mode with Stepan because of the very limited opportunities that we have to remove the material to any other location.

I would like to emphasize that it is EPA's position at this point, and this is really our responsibility under CERCLA, to consider Stepan a responsible party, and we would intend to seek reimbursement of the Government's expenditure through a cost recovery action subsequent to the cleanup if we undertake the cleanup ourselves.

Now, when I learned of your proposal this week, several things occurred to me about the necessity of integrating our actions carefully, so I know we are all after the same thing. What we want to do is get this site cleaned up as expeditiously as possible. And now we have, through the possibility of additional congressional funding to the Department of Energy, another tool that we can bring to bear on this. But I think it would be very prudent for EPA to continue independently, rather than abandon our efforts at this site, to continue the steps that I just outlined, and I will say so for this reason.

I worked in Congress for a long time as a staff member, and I know it sometimes takes longer than we all anticipate getting legislation through. And that includes appropriation bills. I know that last year on October 1, EPA was the only agency in Government that had its appropriation passed by Congress by the first day of the fiscal year. So that it is possible if this appropriation does not get through the House or if something happens in the Senate, which would call into question this particular \$2 million, that we would like to have our effort ongoing at the same time.

DOE, I am sure, although I do not know enough about the details of how they would proceed under their authorities, would certainly not be able to start until an appropriation is passed and available to them. And I assume that it would require time for DOE to gear up to perform their work as well. They would have to do some studies relying on those that have already been done, but there would be studies similar in scope and length to the engineering studies that CERCLA requires EPA to undertake.

Therefore, depending on when the appropriation is signed by the President and funds are made available to DOE by OMB, we may be in a position where we might be able to move first.

Since the site is on the national priorities list, and this raises the point that you raised a few minutes ago, EPA will certainly not ignore our responsibility to ensure proper cleanup according to standards that we would want to hold ourselves to.

Even if DOE does perform the remedial action, EPA will have to ensure that all work is done in conformance with the national contingency plan.

Now, I think one of the reasons, of course, that you have been able to reach an agreement with the company that we were not able to reach at this time is that there is an additional tool available. As I said before, most of the issues raised are how much will it cost to clean up these sites and then who will pay those costs. Having a special appropriation available resolves that issue in one way. Obviously the Superfund would have to be resolved in another

way. Any funds that we would spend under the Superfund by law are subject to recovery using the CERCLA authorities.

Now, we, as I said, intend to conclude negotiations with Stepan as soon as possible. If we have not done so by October 1, 1983, and unless activity gets underway through the Department of Energy, we would be in a position to begin a feasibility study and to determine exactly what the remedial action ought to be at that site. I believe this scenario does give Stepan adequate and fair opportunity to enter into an equitable settlement with the Government, but if it does not, EPA can move quickly and we hope perhaps even more quickly than the Department of Energy.

In any event, I will be trying to work with my counterparts at DOE to see how we can best cooperate to bring all our tools to bear on the cleanup of this site, since I know that is what we all have as our objective.

Mr. TORRICELLI. I think that is important, Jackie, because to do this properly, we are going to have to absolutely ensure that DOE's activities are conforming to just the kind of standards that would have been met if EPA had done the work. And because of difficulties of congressional action as we all know, the possibility of a stalemate in the budget process, it is important that EPA's work continue.

I am very confident that that money will ultimately be provided. I think that their reasons are justified.

I did want to only reiterate the peculiar circumstances that I think justify taking this out of the EPA system. It was my impression that if left to continued negotiations with EPA, because of real legal issues and responsibility, this could have been a nearly endless process. Both sides had good legal points. As a matter of law, Stepan had liability because they succeeded to the title of the property and the corporation, even though they did not produce the materials themselves.

But the fact that so much of the work was done for the Federal Government, at a point the work was done not only for the Federal Government, but that the company had been seized during the Second World War because German nationals owned part of the company, to me was creating a legal scenario, where this very well could have gone on forever.

So without a clear resolve to do the cleanup now and then sue for compensation immediately, it seemed to me that too much time was going to pass.

Now, I understand the fact that with this site, you did not make an initial decision to clean now and then sue and do it immediately, because you have other priorities, there are other sites in mind. There is not enough money to do all the sites immediately. I understand that. I am not being critical of it.

But from my perspective, we were facing endless delays and the work just had to be done. But the importance of your addressing it today is that EPA working with DOE to make sure this work is done properly when DOE gets the money is very, very important and began meetings with DOE this week to start talking with their personnel about how we are administering it, so when the money becomes available, they can start with day one.



The final question I wanted to address to you, is that I think it is important for people to understand the limited sites now available in this country to dispose of this material. And maybe, Jack, from the State perspective, whether that is going to change? And finally in negotiating this, it was my impression that the \$2 million in Federal money and up to \$3 million in money from Stepan Chemical plus the land and Stepan paying for the engineering studies would be more than sufficient to complete the work. I would like you to address that question, too, from the point that you can at this time.

Ms. SCHAFER. That is, of course, one of the problems that our remedial investigation is going to try to determine. Now that we know what standard we need to apply here, and if we know that we have the option of disposing it on a site nearby, we will have a better idea of what it costs. From everything I understand, perhaps the appropriation itself would be more than enough to cover the cost of the cleanup. However, I really do not have that information in hand.

Mr. TORRICELLI. The agreement provides for an excessive amount of money, really for all contingencies, up to that. It is my impression that the \$5 million would be way in excess. Therefore, it would be covered.

Ms. SCHAFER. It is possible that even the entire cost of the \$2 million will do the job as well. This is something that once our field investigation team goes out on site, and tries to get a better characterization of some of the other sites where we did not have as much information as we did on the residences, we will have an idea of the total volume to be moved, because we will have a standard and we will have arrangements in progress to be sure that the Stepan license can be altered to handle that material at their property.

Now that some of these unknowns are falling into place, we should be able to get a good idea of what the cost will be and to proceed from that point forward. But I do agree that the \$2 million may be plenty.

Mr. TORRICELLI. Thank you. Yes, Jack.

Mr. STANTON. Congressman Torricelli, I would just like to add on the Maywood site that you should be aware that the State has a good deal of experience in cleaning up low-level radioactive waste sites. That several years ago DOE under the same law that you are trying to go under now, cleaned up three major sites in the State of New Jersey that had been former atomic energy sites during the Manhattan project days.

At that time I was the Director of the Division of Environmental Quality, which has a Bureau of Radiation Protection in it, and at that time we tried to use that funding to get at the Maywood situation. And we were unsuccessful because it was not Federal property and we could not make a Federal link, that type of thing. But the State has two or three very well qualified people that have done and overseen radioactive waste cleanups. And at that time, the role EPA played was we, in conjunction with EPA, developed an acceptable standard. At that time it was uranium contamination.

I do not even know if it was ever formally adopted but it was enough that satisfied DOE, satisfied the public, and we used that as



a standard which we cleaned up to. So we do have the ability, the professional ability, to work with your office and work with EPA once the cleanup does start.

Mr. TORRICELLI. As Jackie points out, when this money is passed, whether it is a matter of weeks or months, whatever it is, we are ready to move immediately, and we do not start discussions then.

I also wanted to note that when you came in, we were already in progress. We did not get to hear your opening statement. I would appreciate it if you could submit it to us so we can place it in the record, and we may have a chance to review your opening thoughts that we missed.

That was the end of my questioning, and I am prepared to move on.

Jackie, I appreciate your time and yours, Jack, and I appreciate you having members of your staff remain in case additional questions come up.

Mr. STANTON. If I just might, I simply would like to add a sincere apologies from Commissioner Hughey, who had intended to come, had intended to bring Dr. Sadat who actually runs the program, who works for me. I have a bigger division with four or five programs. To bring us along with him.

But he, if you saw the news last night or this morning, is literally walking the streets.

Mr. TORRICELLI. You more than adequately represented. Thank you.

If I could ask at this point for Quinn Stepan of Stepan Chemical to come forward.

Mr. Stepan, welcome and thank you for your time in coming this morning. I only wanted to say by way of introduction that you have really established a model for the country. This country has passed a series of environmental laws compelling corporations to meet their responsibilities, to the country and to the public for their safety. By the negotiations that we held, and by the model that we have now established, I think we have done something that others can follow. That we did not have protracted negotiations. We each recognized our responsibilities and met them.

And, if, as I expect, this agreement holds and it becomes a way by which we can finally clean this site, in Maywood and Rochelle Park, not only your company can be proud, but the people of those towns can be grateful, because for every Stepan Chemical there are scores of other industries that do not meet the responsibilities in those ways.

But I am anxious today to hear a little bit of your discussion of the site, and the agreement that we have reached and then I look forward to asking you a few questions about it. Welcome.

#### STATEMENT OF QUINN STEPAN

Mr. STEPAN. Thank you, Mr. Chairman. My name is Quinn Stepan. I am president of Stepan Chemical Co. I am accompanied by my counsel, Richard Jacobs. I would like to read my prepared statement.

I appreciate very much the opportunity to testify here this morning. Stepan Chemical Co. has owned the former Maywood Chemical Works in Maywood, NJ, since 1959, and has valued its close association with the citizens of that town and the surrounding communities through the years. Stepan has made every effort to ensure that its plant does not pollute the environment, and is a safe place to work. We have tried to be a company that Maywood can be proud of, and we believe that we have succeeded. In this spirit, we have been working closely with Maywood Mayor John Steuert, Congressman Torricelli, and various federal agencies which have expressed interest in the low-level thorium residues recently discovered in Maywood and Rochelle Park, in order to expedite a prompt resolution of the waste problem.

In assessing financial responsibility for cleanup costs, the source of these wastes must be kept in mind. Stepan Chemical Co. is not responsible for the existence of these wastes. We have never used thorium in any of our work; we have never even processed the raw ore, monazite, from which thorium is extracted. Apparently, the source of these wastes was the old Maywood Chemical Works, which extracted thorium, lanthanum and other rare earths from monazite for many years prior to 1956. These operations ended long before Stepan came on the scene, were not a factor in our decision to buy the plant and never contributed a dime to Stepan's profits.

One of the prime beneficiaries of Maywood Chemical's monazite operations was the U.S. Government. During World War II, Maywood Chemical was seized by the United States because three German nationals owned a portion of Maywood's stock. Government control was exercised through the Alien Property Custodian, who changed Maywood Chemical's management and devoted virtually its entire production to the war effort. All the evidence is that these wartime activities are responsible for a large part of the current thorium waste problem.

In particular, the production of one of the most vital compounds made by Maywood Chemical during the war, lanthanum oxide, generated large amounts of thorium-bearing waste. Maywood's records show that in 1942 and 1943 alone, Maywood Chemical sold over 110,000 pounds of lanthanum oxide to Eastman Kodak, which needed the material for bombsites and military aerial cameras. Maywood was Kodak's only lanthanum supplier, and its lanthanum operation was described in the Alien Property Custodian's files as "very vital to the war effort." The lanthanum production generated radioactive wastes estimated to have contained over 30,000 pounds of thorium.

Maywood also did a great deal of work for the Atomic Energy Commission in the early days of the atomic energy program. This fact is reflected in the files of the AEC. From 1942 to 1956, Maywood sold at least 30,500 pounds of thorium and other rare earth compounds to agencies of the U.S. Government. Maywood also sold large quantities of lithium metal and lithium compounds to the Manhattan project, the AEC, and the Navy during this period.

In 1947, Maywood was required by the AEC to segregate its thorium-bearing residues, in case the AEC decided to use Maywood's thorium in atomic weapons research and development. Maywood

stockpiled these residues from 1947 to 1956, when it ceased to process monazite.

In light of the pervasive involvement of the Federal Government with the activities that led to the creation of the thorium wastes, it is appropriate that the Government play an analogous role with respect to any necessary cleanup activities. We know that Congressman Torricelli shares this view, and has been instrumental in the development of an equitable combination of Federal and private-sector assistance to clean up Maywood and Rochelle Park. His efforts are a fine example of how the public and private sectors can work together to solve the problems of our modern society.

Primarily as a result of these actions, we understand that \$2 million of Federal money will be available to begin the cleanup work as of October 1, 1983, and that the Congress will direct the Department of Energy to include Maywood and Rochelle Park in its remedial action program as a top priority site. A major difficulty in any cleanup, however, is the present lack of a suitable place to dispose of the thorium wastes. Without a place to put the material which must be excavated, no cleanup can be undertaken. In order to remove this roadblock, and as part of our contribution to solve the problem, Stepan has volunteered to donate a portion of its plant property as a burial site for the wastes. Depending on how much is required, this land may have a market value of up to \$1 million.

This combination of Federal money and private land will enable the Department of Energy, which is the Federal agency with the greatest experience and expertise in radiological cleanups, to promptly relocate the wastes in Maywood and Rochelle Park to a safe place on Stepan's own property.

Stepan is currently working with the Nuclear Regulatory Commission to determine what cleanup activities are necessary to ensure that additional waste materials, discovered in a field on Stepan's property, do not affect the environment. Stepan is committed to resolving whatever problems are presented by the material in the field. Indeed, we have agreed to conduct a comprehensive environmental assessment, at our own expense, to analyze these problems.

In the final analysis, however, we believe very strongly that this, too, is primarily a Federal responsibility.

We are interested, as the citizens of Maywood and Rochelle Park are interested, in seeing the cleanup begin as soon as possible and seeing it completed at the earliest possible time. The top priority must go to the residences and commercial areas which are now contaminated. To this end, Stepan is making this commitment. Should expenditures beyond the \$2 million be required prior to the appropriation of additional Federal funds, we are prepared to advance up to \$3 million so that cleanup activities will not be halted pending the availability of funds to complete the job. We have so advised Congressman Torricelli.

We will not walk away from our obligations as a good corporate citizen of one of the finest communities in our country.

Thank you.

[The prepared statement of Mr. Stepan follows:]

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Statement of F. Quinn Stepan,  
President, Stepan Chemical Company,  
Before the Subcommittee on Natural Resources,  
Agricultural Research and the Environment of the  
House Committee on Science and Technology, June 3, 1983

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thorium is extracted. Apparently, the source of these wastes was the old Maywood Chemical Works, which extracted thorium, lanthanum and other rare earths from monazite for many years prior to 1956. These operations ended long before Stepan came on the scene, were not a factor in our decision to buy the plant, and never contributed a dime to Stepan's profits.

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In particular, the production of one of the most vital compounds made by Maywood Chemical during the war, lanthanum oxide, generated large amounts of thorium-bearing waste. Maywood's records show that in 1942 and 1943 alone, Maywood Chemical sold over 110,000 pounds of lanthanum oxide to Eastman Kodak, which needed the material for bombsites and military aerial cameras. Maywood was Kodak's only lanthanum supplier, and its lanthanum operation was described in the Alien Property Custodian's files as "very vital to the war effort." The lanthanum production generated radioactive wastes estimated to have contained over 30,000 pounds of thorium.



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the clean-up work as of October 1, 1983, and that the Congress will direct the Department of Energy to include Maywood and Rochelle Park in its remedial action program as a top priority site. A major difficulty in any clean-up, however, is the present lack of a suitable place to dispose of the thorium wastes. Without a place to put the material which must be excavated, no clean-up can be undertaken. In order to remove this roadblock, and as part of our contribution to solve the problem, Stepan has volunteered to donate a portion of its plant property as a burial site for the wastes. Depending on how much is required, this land may have a market value of up to one million dollars. This combination of federal money and private land will enable the Department of Energy, which is the federal agency with the greatest experience and expertise in radiological clean-ups, to promptly relocate the wastes in Maywood and Rochelle Park to a safe place on Stepan's own property.

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the final analysis, however, we believe very strongly that this, too, is primarily a federal responsibility.

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Thank you.

Mr. TORRICELLI. Thank you, Mr. Stepan. Let me ask you a couple of things, if I might. First, I think for the public record it would be important to have your analysis of why the negotiations with the EPA over these months did not succeed?

Mr. STEPAN. I think the testimony of Jacqueline Schafer is essentially correct. That it revolved around an issue as to whether or not Stepan was liable for this cleanup, for the expense. We agreed voluntarily to do a feasibility study in our meeting in January. That was subsequently rejected as a course of policy. Continuing discussions went on as to whether or not we could do this feasibility study under a consent decree. Word then came back that it was not possible for Stepan to enter a consent decree to carry out the cleanup without in effect agreeing to clean up, at our expense, the site to execute the results of that feasibility policy.

It is our position that the liability rests with the U.S. Government. That the work was done primarily for their benefit. That they were for a great period of this time were the generator of this waste essentially. Their administrator under the Alien Property Custodian directed the production. Buildings were constructed for the U.S. Government, for the U.S. Navy.

Mr. TORRICELLI. Did you, before our announcement of yesterday, was it your view that a settlement with EPA was anywhere in sight? Or were we facing protracted negotiations?

Mr. STEPAN. I think your assessment of the situation was correct because the Government position has been, their policy has been if there is someone who can be assigned the responsibility, the generator, a person in question, that has funds, their policy has been to

get that person to pay. And we were identified in the meeting in January as the responsible party. So we disagree with that position.

Mr. TORRICELLI. You would have foreseen protracted negotiations and possibly lengthy litigation in deciding this matter, which I take it your company was willing to go into in order to prove your own lack of liability?

Mr. STEPAN. Yes.

Mr. TORRICELLI. So what our negotiations really represent, is that what it really did, it represented out-of-court settlement, so to speak, each protecting the liabilities of the other. You making no admissions and the Government making no admissions, leaving that issue behind us, reaching a financial settlement and just getting the work done. In essence, that is what our settlement really is.

Mr. STEPAN. Yes; I agree with you. We are most interested in proceeding in a rapid basis to clean up the area.

Mr. TORRICELLI. For the public record, I take it you share my commitment that the work that is done, paid for by the Federal Government, and to that extent necessary by your company, meet the full requirements of the Environmental Protection Agency for health and safety of the community?

Mr. STEPAN. No question that we realize that any work done, if we prepared the studies, it was our proposal that essentially we retain outside engineering experts. That we work very closely with the Environmental Protection Agency and the Nuclear Regulatory Commission, because they are the people who have to license these sites in the last analysis. They are the ones who have to give permission to return any of the thorium waste back to Maywood.

So it is complicated, and we also now have in a sense a third agency, the Department of Energy, to coordinate with but there must be agreement among the three parties.

Mr. TORRICELLI. Is it your view, as it is mine, that the necessary engineering studies on how to complete this work, will begin as soon as we know that the money is finally secured and it has worked its way through legislative process? That that is date at which work begins. Is that your view?

Mr. STEPAN. Yes; we are prepared to go as soon as the money is appropriated.

Mr. TORRICELLI. You should know, Mr. Stepan, you had mentioned the fact there is \$2 million. We have inserted language, report language of that bill as well, specifying the Department of Energy must spend that money, as a matter of law, on this site.

Questions have been raised that they are getting the \$2 million, are we relying on their good faith to spend the \$2 million on Maywood and Rochelle Park? We are not. Language is specifically placed there and is on the record, and by virtue of this hearing on the record again, that there is absolutely no flexibility involved on the part of the Department of Energy. That money is going to be spent on Stepan Chemical sites, residential and commercial areas of Maywood/Rochelle Park. And no one, as a matter of law, has any discretion to spend it in any other way.

Is there anything additional for public or for my purposes that you would like to have us know about this site, or negotiations?

Perhaps not. Anything further that you think should be added at this point?

Mr. STEPAN. No; I think we have a very good solution to a very difficult problem. As to who is liable for it, that point can be argued and hopefully will never have to be argued for months and months on end.

I think the fundamental thing is that Stepan wants to do is to get that site cleaned up.

Mr. TORRICELLI. Well, you have made your responsibilities, and you are really to be commended. I only hope now you will start writing to your Senators. That is the next stage here. And the only opportunity for us not to succeed.

I have spoken with Senator Bradley about it personally, worked with the staff. I know they are committed to ensuring this money actually be made available, and I have no reason to believe that it will not be.

Mr. STEPAN. We wish you the greatest success, Congressman. Thank you very much for everything you have done on behalf of Stepan and Maywood residents.

Mr. TORRICELLI. I appreciate it very much. Thank you.

If we could have at this point to come forward Mayor Steuert of Maywood, Council President Panos of Maywood, Bob Camicci of Rochelle Park, Assemblyman Pat Shubert, Mayor Plosia of East Rutherford, Councilman Pasquinucci of East Rutherford, Mayor Incardone of Woodridge, Deputy Mayor John Tackel from Fairlawn.

If we could proceed, first, let me thank you for your patience, in waiting this morning. I hope that you gained, as I did, a better understanding of the Federal Government's analysis of the problems in your respective towns.

I learned a great deal. I have come to discover that every month these dates change. Usually they advance, which is good, and usually more information is available.

My intention at this hearing this morning, as I have stated, is for each of you to gain a better understanding of where the Federal Government sees the problems as well. That is why I have asked you to go last, because I wanted you to hear their analysis. At the same time, I wanted to gain your reactions to what they say, things you think I should know that were not addressed, things that you may feel are inaccurate. Because it is my intention for us to get together every 6 months to continue to review this progress until each of you are satisfied that these problems are history. So this is just the first of a number of gatherings.

I hope that in your remarks, first, because we have so many people, and I understand you may have written statements to submit to the record, so that we can read them, I hope you keep your oral comments for the record to 3 minutes, and then submit written statements beyond that.

We can then engage in dialog of questions and answers; we can expand upon your 3-minute comments.

Let me also ask that you identify yourselves by name, office, and town, as you begin, and make sure that the person speaking has a microphone with them.

I understand that Mayor Plosia of East Rutherford is not here. Would Councilman Pasquinucci then like to proceed?



## STATEMENT OF COUNCILMAN ANTHONY PASQUINUCCI

Mr. PASQUINUCCI. For the record, my name is Anthony Pasquinnucci. I am the Council President in the borough of East Rutherford. I would like to read from my written statement where I have some information and facts and figures. I would like to speak about the UOP Chemical tract in East Rutherford. UOP is located on Route 17 and borders on the southeast by Berry's and Ackerman Creeks which join the Hackensack River. These are the facts of UOP.

UOP is on an 85-acre tract. UOP was paid about \$200,000 per year in property taxes to the borough. Now that amount is much lower. From 1950 to 1980 the plant processed specialty organic chemicals. Before the building was razed, UOP dumped raw acid into the East Rutherford sewer system resulting in millions of dollars of damage.

The building was razed in 1980. The firm stated that the reason was due to the fact that the plant's operations were antiquated, not to mention the fact that the odor was horrendous as I heard today.

Today there are 4.5 million gallons in toxic waste solvents and solid chemical waste on that site. There is an aquifer about 2.5 miles from the site. The water is used by the borough of Wallington as a source of processed cooling water and drinking water from Wallington residents.

The 85-acre UOP tract is on the Superfund list and it ranked 14th out of 65 in the State of New Jersey.

Many people are exposed to chemicals at this site, the people who work in the near vicinity, the people who are homeowners across the highway, the residents, the children at the Regional High School, which is also across from the Route 17 Highway, the people who travel past it every day, the people who go to the sports complex for entertainment, the people who must drink the water from the aquifer, and possibly someday soon the people who will be working and living in the new Berry's Creek Center. The Berry's Creek, which I mentioned before, adjoins the Ackerman's Creek and the Hackensack River, will run straight through the middle of the new Berry's Creek project, which I think is very important as to why it should be cleaned up as soon as possible.

The health and welfare of many people is at stake and I believe it behooves this committee to act swiftly.

And that is my closing statement, Congressman. Actually what I have stated here today are the facts of the UOP site. The people in East Rutherford are not aware of the toxicity of the area. It has been kept at a low level in the media.

Mr. TORRICELLI. My impression, traveling through your town door by door, is that very few people actually know the extent of this problem.

Mr. PASQUINUCCI. Yes.

Mr. TORRICELLI. And even more so, that in neighboring towns where this may be traveling underground, there is virtually no knowledge. I found that so startling when I was going through your town in my usual running style. It came as a great shock to me, and I would like to get back to it and talk about it further.

I thought we would go through the panel and then engage in a number of questions I would like to ask everyone.

If I could ask at this time, Deputy Mayor Tackel of Fairlawn.

#### STATEMENT OF DEPUTY MAYOR JOHN TACKEL

Mr. TACKEL. I am John Tackel, deputy mayor, for Mayor Hersh who became ill last evening and asked that I read his statement for him.

The borough of Fairlawn has been in the difficult position of having had no alternative but to have closed four wells of our water supply in the beginning of 1979, shortly after volatile organic compounds, suspected carcinogens, were discovered in our ground water. This was done in the interest of protecting the safety and health of our citizens.

The obvious primary concern of the borough is the safety and health of our residents and to that end, we are monitoring the remaining producing wells to assure that no unsafe water is delivered to our customers.

We have been pumping water to waste in the four previously mentioned wells at considerable cost of wasted water and energy in the hope of clearing the aquifer, and here we are faced with a situation, instead, deteriorating.

We have learned that, to save our resources, and minimize our economic hardship, remedial actions in several areas are dictated. The result of our monitoring have indicated that, although currently safe, it is only a matter of time before the remaining wells will be adversely affected by the spread of the contaminants in the aquifer.

There is, of course, an economic hardship associated with the contamination problem. We have had to purchase more water from outside purveyors to offset our closed wells. The laboratory analyses, two per week, rather than four per quarter as normally required, are expensive. We estimate that currently our annual costs incurred because of the contamination is about \$50,000. We have also had two studies made by consultants retained by the borough to help guide us in our efforts to relieve the problem. These studies have cost us about \$80,000.

Further, you can appreciate that the contamination, since its discovery, has already cost the citizens of Fairlawn over \$300,000. When our remaining wells become unusable the annual costs have been estimated to reflect a loss of almost \$400,000 a year.

The New Jersey Department of Environmental Protection has been, for some time, investigating the source or sources of the contaminants and, we are told, have progressed to a point in their study which will enable them to identify at least one if not more sources.

In January of this year, we learned that we were included in the list of priority Superfund sites. Although the attendant publicity rekindled many citizen concerns, the governing body was pleased to anticipate the assistance to be afforded by the EPA.

Although our initial efforts at seeking information, guidelines, forms, et cetera, were not very rewarding, we have recently had fruitful meetings with Regional Director Schafer and her staff. We

have been told that a remedial action master plan [RAMP] is forthcoming next month.

EPA's consultants have been supplied with copies of the borough's studies and our staff has been instructed to cooperate with and assist the EPA efforts as much as possible.

We sincerely hope that the EPA's investigation will concur with the recommendations of our consultants for the construction of an air stripping system to remove contaminants. It could be on line in less than a year. We also expect to receive some funding for additional wells to offset increased operating costs incurred by the contamination.

We also trust that all costs can be recovered from responsible parties so that we can have, again, a safe and affordable potable water supply.

Thank you.

[The prepared statement of Mayor Hersh follows:]



*Borough of Fair Lawn*  
POST OFFICE BOX 376, FAIR LAWN, NEW JERSEY - 07410

OFFICE OF THE MAYOR

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Statement Concerning Superfund  
by Bernard Hersh, Mayor  
Borough of Fair Lawn, New Jersey

To be presented at EPA Superfund Hearing, Hackensack, New Jersey 6/3/83

Honorable Chairman and members of the Committee.

The Borough of Fair Lawn has been in the difficult position of having had no alternative but to have closed four (4) wells of our water supply in the beginning of 1979, shortly after volatile organic compounds, suspected carcinogens, were discovered in our ground water. This was done in the interest of protecting the safety and health of our citizens.

The obvious primary concern of the Borough is the safety and health of our residents and to that end, we are monitoring the remaining producing wells to assure that no unsafe water is delivered to our consumers. We have been pumping water to waste in the four previously mentioned wells at considerable cost of wasted water and energy in the hope of clearing the aquifer -- and here we are faced with a situation, instead, deteriorating. We have learned that (to save our resources, and minimize our economic hardship) remedial actions in several areas are dictated. The results of our monitoring have indicated that, although currently safe, it is only a matter of time before the remaining wells will be adversely affected by the spread of the contaminants in the aquifer.

There is, of course, an economic hardship associated with the contamination problem. We have had to purchase more water from outside purveyors to offset our closed wells. The laboratory analyses, two per week, rather than four per quarter as normally required are expensive. We estimate that, currently our annual costs incurred because of the contamination is about \$50,000. We have also had two studies made by consultants retained by the Borough to help guide us in our efforts to relieve the problem. These studies have cost us about \$80,000.

Further, you can appreciate that the contamination, since its discovery, has already cost the Citizens of Fair Lawn over \$300,000. When our remaining wells become unusable the annual costs have been estimated to reflect a loss of almost \$400,000 a year!

The New Jersey Department of Environmental Protection has been, for some time, investigating the source or sources of the contaminants and, we are told, have progressed to a point in their study which will enable them to identify at least one if not more sources.

In January of this year, we learned that we were included in the list of priority Superfund sites. Although the attendant publicity rekindled many citizen concerns, the governing body was pleased to anticipate the assistance to be afforded by the E.P.A.

Although our initial efforts at seeking information, guide lines, forms, etc., were not very rewarding, we have recently had fruitful meetings with Regional Director Schafer and her staff. We have been told that a Remedial Action Master Plan (RAMP) is forthcoming next month.

E.P.A.'s consultants have been supplied with copies of the Borough's studies and our staff has been instructed to cooperate with and assist the E.P.A. efforts as much as possible.

We sincerely hope that the E.P.A.'s investigation will concur with the recommendations of our consultants for the construction of an air stripping system to remove contaminants. It could be on line in less than a year. We also expect to receive some funding for additional wells to offset increased operating costs incurred by the contamination. We also trust that all costs can be recovered from responsible parties so that we can have, again, a safe and affordable potable water supply.



Mr. TORRICELLI. Thank you very much. I also wanted to note that here is the new councilwoman, Judy Zist, who is with us today, and also the former mayor and councilwoman, Flossie Dobrow. I could never forget the problems in Fairlawn because Flossie is there every day to remind me how bad it is. And I really commend the vigor in which she followed this problem.

Thank you very much for being here to make this statement and we can get back perhaps and talk about it again in a minute.

Mayor Steuert of Maywood, if you would like to make a statement.

#### STATEMENT OF MAYOR JOHN A. STEUERT, JR.

Mayor STEUERT. Thank you, Mr. Chairman. May I first take a brief moment to thank you for giving me the opportunity to testify before your committee and give you some of my impressions of what has transpired in the municipality that I have had the privilege and opportunity to represent. I sincerely hope that my comments will assist you in your task.

Maywood is a borough of approximately 10,000 people and lies about 2 miles northeast of where we now sit. For the most part, Maywood is a residential community, but during the course of its development, some industrial sites have arisen.

While we knew of the usual problems and hazards that attend industry, we were blissfully unaware of a serious problem with radioactivity until November 1980. During that month, I received an anonymous communication indicating that there were unusual levels of radioactivity in the vicinity of State Highway No. 17 where it is a border between Maywood and its neighbor, Rochelle Park.

The information that accompanied my correspondent's letter seemed genuine and specific. Quite frankly, I was alarmed at the thought of the potential danger, but I was well aware, even then, that the subject of radiation contamination was beyond the competence of any of the resources readily available to a community of our size.

With this in mind, our borough attorney immediately forwarded the entire package of information to the New Jersey State Bureau of Radiation Protection and the regional office of the Nuclear Regulatory Commission in King of Prussia, PA. The response of those agencies was rapid and commendable.

The NRC and the bureau made immediate arrangements for preliminary, but necessarily cursory examination of the site in question. On December 3, 1980, they publicly reported their findings to the mayor and council and the people of the Borough of Maywood. At that time, we were assured that no immediate danger was present, but some further study was required.

At the suggestion of the representatives of the NRC, on January 21, 1981, our local board of health requested a complete survey of the area to determine the nature, extent and danger posed by the low level abnormal radiation which had been confirmed by the NRC in its preliminary testing. For the next few months, this testing and survey procedure was implemented by the NRC. Local offi-

cials were relatively well informed as to the nature of the tests and the progress being made.

A pivotal feature of this testing program was an aerial survey designed to identify all abnormal radiation sites in the Boroughs of Maywood and Rochelle Park. The results of that survey gave Maywood its first bit of bad news: We were told that there were a number of such sites in our municipalities.

The first was expected, an unused industrial area near Route 17 contained abnormally high levels of radiation which were not immediately dangerous, but required some study. We also learned the shocking fact that seven occupied homesites were identified as having the same or similar levels of abnormal radiation.

As a result of these findings, the NRC entered Maywood with a comprehensive testing and investigation program that yielded a substantial report of technical data pointing to the conclusion that people were living on potentially dangerous radioactivity. We received this report in October 1981, and it is at that point where our administrative problems began.

Mr. TORRICELLI. Mayor, at this point, would you like to summarize the ending of your written statement, because you have a 12-page statement and you have gone through the 3 minutes, 4.

Mayor STEUERT. I had not noticed anyone being cut short. Am I being selected as one to be stopped in the middle of a presentation?

Mr. TORRICELLI. You are being selected because you are the first one who has gone over your time. You are being selected for a very good reason. But if you would like to take time to summarize the remainder of your 12 pages, I would appreciate hearing your summary. If not, during the question and answer period, we can get into some of the other points you would like to raise.

I am sure you understand with all of these towns represented here, we cannot go through the 12 page written statement of everyone. But like everyone else who has participated here today, if you would like to submit the full statement for the record, we would be glad to have it.

Mayor STEUERT. I did conform to that, Mr. Chairman. I did submit 75 copies of this statement and I thought I would be given the courtesy, the kindness, and certainly the attention to allow me to make this presentation. It took many, many hours on the part of the Borough of Maywood to put it together.

Mr. TORRICELLI. Your full statement is submitted to the record.

Mayor STEUERT. I have some corrections down the road even relative to this that I was going to ask of the committee that it be changed that we would submit those corrections, but, of course, to summarize all of that throws it out of context and continuity.

Mr. TORRICELLI. Well, you are given the opportunity to correct the statement. To the extent there are changes you want to make in the record, if you would submit it in the next 5 days, if you would submit whatever changes you would like to have appear in the record of these proceedings, we would be glad to include those changes.

I would point out to you that the 3 minutes that we were giving everyone to read their statements, was the same 3 minutes that was contained in the letter that invited you here today, and that everyone else has complied with.

[The prepared statement of Mayor Steuert follows:]

TESTIMONY OF MAYOR JOHN A. STEUERT, JR., BOROUGH OF MAYWOOD, COUNTY OF BERGEN, STATE OF NEW JERSEY, ON JUNE 3, 1983, BEFORE THE HOUSE SUBCOMMITTEE ON NATURAL RESOURCES, AGRICULTURE RESEARCH AND ENVIROMENT AT HACKENSACK, NEW JERSEY.

Mr. Chairman and distinguished members; may I first take a brief moment to thank you, very sincerely, for giving me the opportunity to testify before this Subcommittee and share with you some of my impressions of what has transpired in the municipality that I am privileged to represent. I sincerely hope that my comments will assist you in your task.

Maywood is a borough of approximately ten thousand people and lies about two miles Northeast of where we now sit. For the most part, Maywood is a residential community, but during the course of its development some industrial sites have arisen. While we knew of the usual problems and hazards that attend industry, we were blissfully unaware of a serious problem with radioactivity until November 1980. During that month, I received an anonymous communication indicating that there were unusual levels of radioactivity in the vicinity of State Highway #17 where it is a border between Maywood and its neighbor, Rochelle Park. The information that accompanied my correspondent's letter seemed genuine and specific. Quite frankly, I was alarmed at the thought of the potential danger, but I was well aware, even then, that the subject of radiation contamination was beyond the competence of any of the resources readily available to a community of our size. With this in mind, our Borough Attorney immediately forwarded the entire package of

information to the New Jersey State Bureau of Radiation Protection and the regional office of the Nuclear Regulatory Commission in King of Prussia, Pennsylvania. The response of those agencies was rapid and commendable.

The NRC and the Bureau made immediate arrangements for preliminary, but necessarily cursory examination of the site in question. On December 3, 1980, they publicly reported their findings to the Mayor and Council and the people of the Borough of Maywood. At that time, we were assured that no immediate danger was present, but some further study was required. At the suggestion of the representatives of the NRC, on January 21, 1981 our local Board of Health requested a complete survey of the area to determine the nature, extent and danger posed by the low level-abnormal radiation which had been confirmed by the NRC in its preliminary testing. For the next few months, this testing and survey procedure was implemented by the NRC. Local officials were relatively well informed as to the nature of the tests and the progress being made.

A pivotal feature of this testing program was an aerial survey designed to identify all abnormal radiation sites in the Boroughs of Maywood and Rochelle Park. The results of that survey gave Maywood its first bit of bad news: We were told that there were a number

of such sites in our municipalities. The first was expected--an unused industrial area near Route 17 contained abnormally high levels of radiation which were not immediately dangerous, but required some study. We also learned the shocking fact that seven occupied homesites were identified as having the same or similiar levels of abnormal radiation. As a result of these findings, the NRC entered Maywood with a comprehensive testing and investigation program that yielded a substantial report of technical data pointing to the conclusion that people were living on potentially dangerous radiactivity. We received this report in October of 1981, and it is at that point where our administrative problems began.

In short, from October 1981 through October 1982, and despite numerous efforts of residents and the Mayor and Council of Maywood, there was virtually no communication between us and the Federal and State agencies involved in the problem.

Prior to October 1981 and thereafter, Maywood was very fortunate to receive help from Congresswoman, Marge Roukema, who secured information for us and assurance that Maywood's problem would not be lost. We learned later that, despite the lack of communication, Maywood's problem had not been lost, but we were unaware of the machinations taking place relative to it. State and Federal Agencies were



examining the case and assessing the data and preparing plans and estimates for its eventual cure; but, we were not privy to the intentions and plans being discussed, and our ignorance was agonizing to residents whose health and lives were being affected by this hazardous waste.

The people of Maywood were as frustrated as their governing body in their attempts to get some information as to what was to be done about this radioactivity. Despite our lack of technical competence, we could not stand idly by while the psychological toll on seven families began to wear away patience and hope. On October 20, 1982 I sent telegrams to numerous public officials in the belief that one or more of them might be able to assist us in obtaining the facts and information so desperately needed. Unknown to me at the time, my telegram corresponded with Congressional fact finding efforts which had been born out of frustration with the lack of progress in the Environmental Protection Agency's charge to clean-up hazardous waste under the so called "SUPERFUND" concept. By sheer coincidence, our timing could not have been better.

I hope you will excuse me for omitting the facts and circumstances relating to the question of how this radioactive material found its way to homesites. I have done this to emphasize our contention that in situations such as this,

the cure for the problem is paramount-the blame or cause must be secondary where public health is in jeopardy. I do not mean to suggest that culpable parties should be ignored, merely that the identification of those parties should take a back seat to identifying the problem and effecting its cure. I am also inclined to be circumspect in this regard since it is my understanding that there are current negotiations between Federal and State officials and the company directly involved with this question. I will give you an outline of the history of the problem, as I understand it, but I request your forbearance on that issue for just a short time.

Returning to my telegram of October 1982, the response from numerous public officials was at once gratifying and frustrating. Despite the fact that Congresswoman Roukema had a new Congressional District which did not include Maywood, she redoubled her previous efforts and advised us of her progress. Congressman-elect Torricelli began his own information gathering process and pledged his assistance to the people of Maywood. Most of all, the staff of Congressman, John Dingle, arranged for information to be channeled to Maywood and assisted us in understanding the problems being encountered at all levels of government. Those problems may be summarized in one phrase-LACK OF COMMUNICATION. On

December 2, 1982, we received a letter from EPA Assistant, Rita Lavelle, thanking us for our concern and making reference to the response we received from the EPA, Region II Administrator. In essence she advised us that Region II was addressing the issue and would be our best source of information. The problem with this was that the letter from Region II of the EPA basically told us that Washington was working on the matter, and as soon as Washington let Region II know, Region II would let us know. I soon learned a very important lesson in this situation-the decision makers in the "SUPERFUND" program were very insulated from the public by their subordinates. Putting it another way, the government of the people, by the people and for the people, had a tendency, in a situation like this, to ignore the people. What I had previously concluded was governmental ineptitude and stupidity proved to be only a chronic refusal to share information with the public.

On December 20, 1982 the EPA released its 418 priority "SUPERFUND" sites. These were the sites designated for clean-up under the "SUPERFUND" program, and Maywood was among them. Of 418 nationally recognized hazardous sites, the Maywood problem ranked 132. Of 65 sites in New Jersey, Maywood ranked 18. Naturally, we were pleased to have been designated as a recipient of funds to assist us in the clean

up of the radioactive material--certainly the amount of money involved (in excess of one million dollars) was beyond local means; but, we soon realized that the ranking of this project gave an indication of the seriousness of the threat to our residents. In hindsight, I find it unconscionable that decisions could be made (or not made) about such a pressing hazard without information being disseminated from the Federal and State governments to the people involved via their local government. I believe this lack of communication between the various levels of government is the central feature of the problem facing all of us in the matter of hazardous waste cleanup.

I found it rather amusing that in the printed packet of information sent by the EPA to the press and to the communities involved, a quote from Thomas Jefferson was featured. I think it is worth repeating it here--"People... are inherently capable of making proper judgements when they are properly informed." What more can I say on that subject?

We all now know that the various agencies involved in this case have identified the fact that Maywood has a serious problem of abnormal radiation. We now know that over the long term, this hazard can have ill effects upon the people who live within borders of this hazard. We now know that the Federal and State governments have undertaken a commitment

to remedy the problem and to utilize a combination of State, Federal, and private funds to effect the cure. As yet, we do not know when the cure will begin. We do not know how the cure is to be accomplished. We do not know if the State and Federal agencies involved will commit themselves to keeping us informed, or if we will repeat the process of failure to communicate.

Congressman Torricelli has been most helpful to us in securing the EPA's promise to do what must be done. We are eager to know the hows and the whens. It is unfair to everyone concerned to ask an elected Congressional representative and his staff to act as messengers between a municipality and government agencies. We do believe it is right to demand that the government agencies involved be required to keep local government well informed of progress or lack of progress. It is not our intention to merely criticize, but it should be known to all concerned that we cannot let the matter rest; and, from time to time, it may be found that local government, and the people it represents, can help. We would like to help, but we cannot do so unless we are "...properly informed."

My suggestions for future legislation are born of the lessons learned by Maywood's experience. There must be recognition that even if not by disposition, by geography,



local governments are best able to act as channels of communication for hazardous waste problems. Despite our lack of technical expertise, the problems of toxic and other wastes reside within areas serviced by local government. We can assist in getting information and we can be of some help in coordinating local activities. For instance, in this case we understand that the "SUPERFUND" program anticipates calling in local volunteers for some aspects of the cleanup. If that is to be the case in Maywood, we would like the earliest possible notice so that we can address certain questions directly; e.g. potential hazards to the volunteers--the number of volunteers--any particular skills that are required, etc. Lines of communication between local government and Federal agencies must be mandated by legislation. The accessibility of public information on the subject of pending hazardous waste projects cannot be left to the discretion of administrators. In my opinion, there must be a compulsory channel of communication established by law. In addition, the law must define those facts and administrative processes which must be communicated to a public that is affected by hazardous waste programs.

In Maywood's case, our problem was abnormal, low-level radiation. Everyone concerned was surprised at the lack of information available on the subject of the danger to health posed by such conditions. As more sites such as

Maywood/Rochelle Park are discovered throughout the country, it will be critical to identify the true danger to the public. As the disposal of nuclear waste becomes more of a problem for society at large, information must be available as to the threat to health posed by such waste. I believe that consideration must be given to a government-sponsored study on the long term effects of abnormal radiation. If this body inquires as to what is known about such effects, you will find there is a vast chasm of ignorance which must be filled.

I do not dare to hope that my recommendations alone will move the Congress to legislate. I do hope, however, you will keep these recommendations in mind, and as they are repeated by others from whom you will hear, you will realize that the cumulative force of similar observations demands legislative attention.

\*A BRIEF FOOTNOTE

Having promised you an outline of the source of the radiation that pollutes Maywood, I shall now deliver on that promise. It is our understanding that as early as World War

I, a company known as the Maywood Chemical Company, manufactured gasoline lanterns which used mantels made with thorium. The process resulted in thorium waste which, while known to be radioactive, was not believed to be particularly dangerous, considering the then current State of understanding in such matters. The radioactive material accumulated and was buried, but it is unclear whether or not all the material was buried.

In 1959, Stepan Chemical Corp. purchased the Maywood Chemical Company property. In the early 1960's Stepan made a corporate decision to clean up the debris from the discontinued thorium operation and received Atomic Energy Commission (now the NRC) licenses for burial sites on the property. Through circumstances not fully understood by me, some of this material found its way to residential homesites. We believe one or more employees unwittingly carried dirt for fill from Maywood Chemical to the homes in question during the 1930's and/or 1940's. Until the aerial survey revealed the radioactivity, that transportation of soil had been forgotten.

\*Portions underlined are changed from original submission.

Mr. TORRICELLI. Assemblyman Shubert, is there a statement you would like to make at this point? I know that you represent some of the areas in issue.

#### STATEMENT OF ASSEMBLYMAN SHUBERT

Mr. SHUBERT. First of all, I would like to thank you for the opportunity to be here today. Maywood and Rochelle Park are parts of the 38th District, and by way of reference, I would lend my support Mayor Incardone from Woodridge, and the public officials from Fair Lawn.

Very briefly I would share with you the frustrations that my office and the legislature have had in dealing with the department of environmental protection with regard to the cleanup of a particular toxic waste problem that Mayor Steuert has talked about and Mr. Pasquucci has talked about.

I think that all of the matters that we keep in our office and have dealt with, this file and files are probably the largest of any of those particular matters.

I am not going to belabor the points or the specificity of the complaints that the borough officials have with regard to the problem that they have there. It is obviously a serious problem, the thorium waste that took place on the Stepan property, because people have built homes on that property.

I would only urge the Members of Congress that we do need speedy resolution of this particular matter because of the nature of the danger that is posed to people who live in the area, that we have talked with, and I know you have talked to, Bob, and the public officials here have dealt with on an ongoing basis.

Obviously New Jersey being sort of the queen State of the chemical industry, we have our share of the problems that come along with the byproducts of chemical waste, and that is the deadly carcinogens that we have in many parts of the State, and I believe the statistics show that we probably have the greatest number of cases on the Superfund priority list.

The problem has been, I think, in dealing with the EPA that has been really a very, very tremendous bureaucratic bungle, to try to get them to act strictly with regard to the problems Rochelle Park and Maywood have. I mean, there have been constant communications, constant meetings, and yet it really has not, up until yesterday, moved any closer to what I call a speedier resolution of a very serious problem.

I think that the proposal that you have indicated in yesterday's paper with regard to the Department of Energy, I think is an innovative one. And I think it is an interesting one that may bring us to a very, very speedy conclusion. I hope it does. I applaud you for that.

But I would urge the Members of Congress, and in lieu of the speech I was about to give, to do whatever is possible to move the Department of Environmental Protection to make these areas here in Bergen County, which is so highly residential, the top for speedy application and removal of these particular chemical wastes.

Mr. TORRICELLI. Thank you very much, assemblyman. This is not the period in which we are going to go into questions. But I only wanted to say, too, what happened yesterday in Congress in restoring funding to ensure that not only do we have good environmental laws but that there are people actually out there enforcing them and the right kind of inspectors. That is a valuable fight to have in the State legislature as well, which I hope we can take up.

These laws are really meaningless without the right kind of funding.

Mr. SHUBERT. There is no question it needs the right kind of funding, the right kind of enforcement and inspection enforcement. That is something that we are trying to do on the legislative level here in the State of New Jersey with the environmental bureaus in our State and hopefully this will add to help the situation here.

Mr. TORRICELLI. Thank you. If I could ask Councilman Panos, please, to address us.

#### STATEMENT OF COUNCILMAN JAMES J. PANOS

Mr. PANOS. For the record, as you introduced me, I am not the council president for Maywood.

Mr. TORRICELLI. Never complain when someone gives you a higher title. People introduce me as Senator all the time and I just smile and say, yes.

Mr. PANOS. Before I begin my prepared statement, let me just express my thanks to both Congressman Torricelli and Mr. Stepan, for the agreement that was reached last week. It clearly illustrates how swiftly things can be accomplished when both the Government and private industry work together with a common goal. And I thank you for that, sir.

Now, for the statement. I appreciate the opportunity to address this assembly. But I must admit to having somewhat mixed emotions. I am grateful for the help my community has received from countless individuals who enabled Maywood to be placed on both the Federal Superfund list and the NJDEP list for eventual clean-up. But at the same time, I am angry and frustrated at the rate of progress made to this point. Since March 1981, Maywood has run the bureaucratic gamut in an attempt to accomplish the cleanup of its thorium contaminated areas. The following is a chronology of events: November 20, 1980, thorium waste was discovered beyond the borders of Stepan Chemical Co.; January 26, 1981, an aerial survey of Maywood was conducted by the NRC; June 3, 1981, soil testing was conducted by the NRC on various residential properties in Maywood; September 23, 1981, results of the soil testing was relayed to the residents of Maywood.

It is a fact that it has been more than 24 months since the NRC conducted the soil tests in the borough of Maywood. It is a fact that it has been more than 19 months since documented reports have become public record. It is a fact that the residents of this community have lived with the knowledge that they and their children have been exposed to radioactive material for more than 570 days. It is becoming increasingly more obvious with each passing day that their uncertainty over the eventual cleanup of their properties will not be resolved today, tomorrow, or next month. Their pa-



tience has been worn thin in trying to deal with bureaucratic red-tape, mismanagement, and seemingly endless delays. People should not have to live this way.

It is our understanding that the Superfund money is available, ready, and waiting to be put to use. Maywood has obtained a priority position on the list of cleanup sites. How can you, in good conscience, subject our residents to a hazardous living condition when you have the power and the finances to correct it? We have succeeded in obtaining promises of assistance; now we wait for action.

Panic is a funny thing. It feeds upon itself. An unconfirmed suspicion becomes a real concern. You seek a solution along the traditional channels, but, as doors are slammed in your face and your hopes dwindle, fear sets in again. In the case of Maywood's thorium-threatened residents, they have learned over 26 long, frustrating months that the wheels of effective solution grind extremely slowly. These families have lived in fear so long that they have begun to doubt that anyone can solve their problem for them.

I am here today because I have not lost hope that the Government which was established to represent the little people can and will provide a swift, effective answer to their question. I still believe that the quality of life we guarantee as a constitutional imperative encompasses more than the rights to life, liberty, and the pursuit of happiness.

Our forefathers did not understand the concept of environmental protection. It was several centuries later that man managed to sophisticate his world to the point where toxic waste became a hazard.

If I accomplish nothing else on this 3d day of June 1983, I only hope that this hearing will provide the impetus to inspire positive action toward Maywood's thorium cleanup during 1983. Thank you.

[The prepared statement of Councilman Panos follows:]

TO: THE U.S HOUSE OF REPRESENTATIVE COMMITTEE ON SCIENCE AND  
TECHNOLOGY

ATTENTION: ROBERT G. TORRICELLI AND JAMES H. SCHEUER

I APPRECIATE THE OPPORTUNITY TO ADDRESS THIS ASSEMBLY,  
BUT I MUST ADMIT TO HAVING SOMEWHAT MIXED EMOTIONS. I AM  
GRATEFUL FOR THE HELP MY COMMUNITY HAS RECEIVED FROM COUNTLESS  
INDIVIDUALS WHO ENABLED MAYWOOD TO BE PLACED ON BOTH THE FEDERAL  
SUPERFUND LIST AND THE N.J.D.E.P. LIST FOR EVENTUAL CLEAN-UP.  
BUT AT THE SAME TIME I AM ANGRY AND FRUSTRATED AT THE RATE OF  
PROGRESS MADE TO THIS POINT. SINCE MARCH, 1981 MAYWOOD HAS RUN  
THE BUREAUCRATIC GAMUT IN AN ATTEMPT TO ACCOMPLISH THE CLEAN-UP  
OF ITS THORIUM CONTAMINATED AREAS. THE FOLLOWING IS A  
CHRONOLOGY OF EVENTS:

NOV. 20, 1980--THORIUM WASTE WAS DISCOVERED BEYOND  
THE BORDERS OF STEFAN CHEMICAL CO.

JAN. 26, 1981--AN AERIAL SURVEY OF MAYWOOD WAS  
CONDUCTED BY THE N.R.C.

JUNE 3, 1981--SOIL TESTING WAS CONDUCTED BY THE  
N.R.C. ON VARIOUS RESIDENTIAL PROPERTIES IN MAYWOOD.

SEPT. 23, 1981--RESULTS OF THE SOIL TESTING WAS  
RELAYED TO THE RESIDENTS OF MAYWOOD.

IT IS A FACT THAT IT HAS BEEN MORE THAN 24 MONTHS  
SINCE THE N.R.C. CONDUCTED THE SOIL TESTS IN THE BOROUGH OF  
MAYWOOD. IT IS A FACT THAT IT HAS BEEN MORE THAN 19 MONTHS  
SINCE DOCUMENTED REPORTS HAVE BECOME PUBLIC RECORD. IT IS A  
FACT THAT THE RESIDENTS OF THIS COMMUNITY HAVE LIVED WITH THE  
KNOWLEDGE THAT THEY AND THEIR CHILDREN HAVE BEEN EXPOSED TO  
RADIOACTIVE MATERIAL FOR MORE THAN 570 DAYS. IT IS BECOMING  
INCREASINGLY MORE OBVIOUS WITH EACH PASSING DAY THAT THEIR

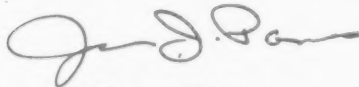
UNCERTAINTY OVER THE EVENTUAL CLEAN-UP OF THEIR PROPERTIES WILL NOT BE RESOLVED TODAY, TOMORROW, OR NEXT MONTH. THEIR PATIENCE HAS BEEN WORN THIN IN TRYING TO DEAL WITH BUREAUCRATIC RED TAPE, MISMANAGEMENT AND SEEMINGLY ENDLESS DELAYS. PEOPLE SHOULDN'T HAVE TO LIVE THIS WAY.

IT IS OUR UNDERSTANDING THAT THE SUPERFUND MONEY IS AVAILABLE--READY AND WAITING TO BE PUT TO USE. MAYWOOD HAS OBTAINED A PRIORITY POSITION ON THE LIST OF CLEAN-UP SITES. HOW CAN YOU, IN GOOD CONSCIENCE, SUBJECT OUR RESIDENTS TO A HAZARDOUS LIVING CONDITION WHEN YOU HAVE THE POWER AND THE FINANCES TO CORRECT IT? WE HAVE SUCCEEDED IN OBTAINING PROMISES OF ASSISTANCE; NOW WE WAIT FOR ACTION.

PANIC IS A FUNNY THING. IT FEEDS UPON ITSELF. AN UNCONFIRMED SUSPICION BECOMES A REAL CONCERN. YOU SEEK A SOLUTION ALONG THE TRADITIONAL CHANNELS BUT, AS DOORS ARE SLAMMED IN YOUR FACE AND YOUR HOPES DWINDLE, FEAR SETS IN AGAIN. IN THE CASE OF MAYWOOD'S THORIUM-THREATENED RESIDENTS, THEY HAVE LEARNED OVER TWENTY SIX LONG, FRUSTRATING MONTHS THAT THE WHEELS OF EFFECTIVE SOLUTION GRIND EXTREMELY SLOWLY. THESE FAMILIES HAVE LIVED IN FEAR SO LONG THAT THEY HAVE BEGUN TO DOUBT THAT ANYONE CAN SOLVE THEIR PROBLEM FOR THEM.

I'M HERE TODAY BECAUSE I HAVE NOT LOST HOPE THAT THE GOVERNMENT WHICH WAS ESTABLISHED TO REPRESENT THE LITTLE PEOPLE CAN AND WILL PROVIDE A SWIFT, EFFECTIVE ANSWER TO THEIR QUESTION. I STILL BELIEVE THAT THE QUALITY OF LIFE WE GUARANTEE AS A CONSTITUTIONAL IMPERATIVE ENCOMPASSES MORE THAN THE RIGHTS TO LIFE, LIBERTY AND THE PURSUIT OF HAPPINESS. OUR FOREFATHERS DID NOT UNDERSTAND THE CONCEPT OF ENVIRONMENTAL PROTECTION. IT WAS SEVERAL CENTURIES LATER THAT MAN MANAGED TO "SOPHISTICATE" HIS WORLD TO THE POINT WHERE TOXIC WASTE BECAME A HAZARD.

IF I ACCOMPLISH NOTHING ELSE ON THIS THIRD DAY OF JUNE 1983, I ONLY HOPE THAT THIS HEARING WILL PROVIDE THE IMPETUS TO INSPIRE POSITIVE ACTION TOWARDS MAYWOOD'S THORIUM CLEAN-UP DURING 1983.



JAMES J. PANOS

COUNCILMAN

BOROUGH OF MAYWOOD, NEW JERSEY

JUNE 3, 1983

Mr. TORRICELLI. Thank you. I am going to ask Councilman Bob Camicci to address the group.

# STATEMENT OF COUNCILMAN ROBERT CAMICCI

Mr. CAMICCI. Thank you, Mr. Chairman. Ladies and gentlemen, as the former mayor of Rochelle Park, I stand before you this morning with a certain amount of frustration and mixed feelings concerning the joint efforts of local officials from Maywood/Rochelle Park, to finally rid our communities of contaminated radioactive thorium.

For over 3 years, we, as elected officials, regardless of political affiliation have had to endure the wrath of homeowners, mothers and fathers of young children, numerous promises by the EPA, and endless meetings without a solution to rid ourselves of this hazardous chemical.

I have never been afraid to state exactly what I believe in. And now that I have another chance to be heard, I will state that the blame for the failure to have all the sites cleaned immediately lies with many. It is my opinion the State should have applied to the Federal Government immediately, and that our Government should have allocated funds for the removal at all of the contaminated sites.

The procrastination of certain agencies in this matter was and is inexcusable.

Through the strong efforts of Congressman Robert Torricelli, we now have a solution for the removal of the radioactive waste in our area. I must also acknowledge the efforts of Congresswoman Marge Roukema who initiated her efforts with the NRC and EPA.

I must state that when I discussed this problem with Congressman Torricelli, he advised me that he would make this problem a priority and he has the gratitude and respect of the people of our two communities.

Ladies and gentlemen, I certainly feel that we should examine ourselves in future years and hope that man does not destroy the future of his own children and the future of generations to come. Thank you very much.

Mr. TORRICELLI. Thank you. Mayor Incardone, your presence here is a special reminder to all of us. And that is that the toxic waste problem in our State, country, and county is not limited to those sites that have grabbed the headlines, that are on the priority lists of the Federal and State government. Indeed this problem is far, far broader than that, as has been suggested here today.

I would appreciate hearing your thoughts on the problem in your community.

#### STATEMENT OF MAYOR PETER INCARDONE

MAYOR INCARDONE. Thank you, Congressman Torricelli. I listened to each mayor and council president or councilperson, and I think each and every one of us thinks that our own case is unique.

Let me give you, prior to my statement, three reasons why I think the mercury poisoning dumpsite in Woodridge is unique. First of all, its age. It dates back to 1929, when the dumping first started. Councilman Panos talks about 26 months of waiting. How about 98 months of waiting since legal action started?

Our second area of being unique, I feel, is that we are neither on the Superfund list or the spillfund list.

Third, Jacqueline Schafer said in her comments a couple of hours ago, that one of the things they look upon is not only the current health problem that can emanate from the particular poisoning site, but also the long-term effects and will the thing spread.

Let me quote from, because my words really are not important, but I believe the words of Dr. Irvin Selikoff of Environmental Sciences Laboratory and the Mt. Sinai School of Health are important. I quote from this confidential report which was given to Governor Byrne on February 11, 1980. We are talking about 300 tons of mercury now.

In addition, about 50 tons of mercury have sedimented in the top six inches of nearby Eight Day Swamp. The Walden Marsh, now part of the sports complex area, contains approximately 10 million tons, 10 tons of mercury in the top six inches and a similar amount in the bottom 30 inches. Mercury residues at the original dumpsite have been estimated to be about 300 tons.

The high mercury levels in fish deserve further investigation and mercury source in addition to Berry's Creek may need to be controlled.

#### The next point:

The continued eroding and leaching of mercury into Berry's Creek must be prevented. The mercury waste at the dumpsite must be efficiently and effectively entombed and mercury disposal from the tidal marshes must, if significant, be stopped.

I think that is why our situation is unique. I will go back to that report in a few seconds.



From 1976 to May 1978, the Borough of Woodridge was acutely aware of and took positive meaningful steps to combat one of the world's largest dumps of mercury. This site of mercury has been referred to by State and Federal officials as, "the world's largest illegal dump of mercury;" "a time bomb ready to explode at any moment;" "an ecological disaster."

Besides the environmental, ecological, and health dangers apparent in this site, there was another secondary problem obviously. This has also been characterized as one of the world's wealthiest pieces of property, 40 acres to start with of prime Hackensack River meadowlands still undeveloped and robbing the area of vital industry, jobs, and ratables.

Why am I and the municipality concerned after 5 to 7 years of fruitless court action, public hearings, visitations by county, State officials, Federal officials, promises, press releases, reports, health tests, false scares, real scares, et cetera, et cetera?

Let me again quote from some key statements from the report by Dr. Sellikoff given to state officials more than 3 years ago. I will stay within my time limit.

Mr. TORRICELLI. I am afraid you will not because you already hit it, but if you can do so briefly, it would be fine.

Mr. INCARDONE. I am quoting from the report:

Inhalation and ingestion of mercury originating from the mercury affluents in Woodridge seem to be limited and no health comment hazard has been identified, despite careful investigations. Elevated mercury levels in edible fish, however, are a very complicated problem. Because mercury levels above the FDA guideline are frequently found, further evaluation of this problem should be undertaken in the future.

The meadowlands covers an area which is larger than Manhattan. In no other American urban area is such a large tract of open land present at its center. Plus the meadowlands are a vital source for future conservation and development.

Mr. TORRICELLI. I want to get on to the questions. We can come back to the issue.

Mr. INCARDONE. I would just like to conclude my remarks by saying we are frustrated. There are no two ways about it. My term as mayor started with this problem. I have now been in office 10 years as mayor, 7 as councilman, and it appears my term as mayor will be still ending with this problem still not in the final litigation stage. It has been decided at the superior court level. It is now at the appellate level, and the appeal process obviously could go on for another 5 to 10 years. It is at the point where it is totally ridiculous.

Not a spade or a shovel has been put into that ground, and not an ounce of that mercury has been picked up and deposited in a tomb that was told to be put. Thank you very much.

Mr. TORRICELLI. Thank you very much. And I would like to come back and spend a little time on it because we have not talked about it today.

I wanted to ask first, you have all now spent several hours listening to State and Federal officials. The most important thing for me to know and to put into the report of this committee and for the Congress of our country to know, is have you heard a claim, have

there been consistencies, should we have reason to doubt the commitments of the EPA as they were made to us today? Or has the report given us today been new or consistent with what you have learned?

But I would like to know if you have received certain assurances or promises in the past that are inconsistent with the deadlines, discussions, strategies, outlined today. Are any of those inconsistencies here today or can we feel assured that in fact we have gotten good, accurate information we can rely upon?

Mayor TACKEL. May I have Mr. Schneider address that?

Mr. TORRICELLI. Sure. Would you state your name, position and town for the record, please?

#### STATEMENT OF JOHN SCHNEIDER

Mr. SCHNEIDER. My name is John L. Schneider. I am borough engineer in the borough of Fairlawn.

The only problem I think in listening to the presentations made by both the State and the Federal officials with respect to Fair Lawn was the fact that we have already made or have made studies by responsible consulting engineers, engineers who by the way have worked for the EPA in various capacities, and we were hopeful that the fact that studies having already been done would tend to make the process go a little bit faster.

We are certainly very, very concerned about trying to clean up our situation as soon as possible. We thought we had the mechanism to do that, and we are just very hopeful that the wheels of progress can move a little bit quicker.

Mr. TORRICELLI. Those studies were submitted to the Environmental Protection Agency?

Mr. SCHNEIDER. The Environmental Protection Agency and the State Department of Environmental Protection.

Mr. TORRICELLI. Your feeling is the work of these studies is being duplicated?

Mr. SCHNEIDER. Not currently, but it is my feeling that they may be duplicated if they begin to do detailed studies.

Mr. TORRICELLI. Have you received a reaction to those assertions you have from the EPA?

Mr. SCHNEIDER. Not specifically yet.

Mr. TORRICELLI. I was not aware of that. I would appreciate if we would work together in drafting inquiries to EPA in making their position known, and whether or not and to what extent they intend to rely upon the study you have already done.

Were these to assess the extent of contamination? Or engineering nature towards a solution?

Mr. SCHNEIDER. Both. We had a preliminary report done by one consultant to see if they can come up with an estimate of the extent of contamination. They did have some preliminary findings which indicated that the contamination did seem indeed to emanate from the industrial park. It also indicated that the future of the contamination would seem that it was spreading toward our remaining operating wells, although they currently are acceptable for use for potable water.

The second study addressed itself to the treatment system to treat the water from our wells which were contaminated. Concurrently the State of New Jersey has been running a continuing investigation into the seeking of the sources of contamination, and it

is my understanding that they are very shortly to have a sufficient report to be presented to both the EPA and to us which will indicate some preliminary findings. We may have parties ready to be identified as having contributed to the contamination.

Mr. TORRICELLI. Thank you very much. I appreciate knowing that. I know that Jackie Schafer has had representatives of her office remain behind. Would you care to make any reaction to this question? Just tell me if you would and we can make a place for it.

VOICE. No; I will have to bring this up with Jackie Schafer.

Mr. TORRICELLI. We would appreciate it if you could ask Jackie Schafer to submit for the record within the next 5 days, at which point it is being held open for the mayor of Maywood, a response in what way the work of Fairlawn is going to be used and not duplicated. I would appreciate knowing an answer to that question and submit it to my office. We will place it in the record.

Are there any other reactions from any other communities to the extent of which you think there were other points that were not raised today which you know, or inconsistencies, things you might be on notice about.

Mayor STEUERT. I just have one question. Earlier you indicated that there were representatives, who the representatives were of the new legislation for the funding of this cleanup through the DOE. And I thought it would help, perhaps, if we could identify the legislation by both name and number. You had indicated that we write to legislators and ask for support of this, and I do not know that that information was forthcoming.

Mr. TORRICELLI. It is the Energy and Water Developments Appropriation Act of 1984. And the language that we need to ensure that this money is actually spent on this site is in a report entitled number 98-217, bill number H.R. 3132. So there are several parts to this. One, the report containing the language we need to ensure this money is spent on Maywood/Rochelle Park. Is in the report language, report 98-217. That report is on the bill H.R. 3132 where the money is. That contains the \$2 million.

So correspondence, conversations you might have with Members of the Senate, as well as other House Members, would be very, very valuable.

Mayor STEUERT. As well as copies of the bills.

VOICE. We will provide copies of those to everyone.

Mr. TORRICELLI. We will provide copies of the bill to everyone here.

I might also say, assemblyman, that correspondence you might initiate with the White House, the President, bringing this to the attention of the appropriate individuals would be very helpful.

Mr. SHUBERT. We will do that and make sure that our aides get them. We will be glad to initiate that also.

Mr. TORRICELLI. But I would like you to know that on a bipartisan basis, we are all concerned with this language staying intact as it is and indeed followed. Thank you for raising that point.

Is there anything else at this point that we should know, based on testimony this morning, that needs to be clarified or would there have been any inconsistencies?

Let me ask you this. To what extent is it a problem, the lack of public information. We talked a little bit about Rutherford-East

Rutherford, where first there was no understanding by the population of the extent of this problem. Fair Lawn I sense there is a fairly widespread knowledge of it. Rochelle Park/Maywood everybody seems to know about it.

How would you assess, to the extent you can, public concern or reaction? Is there anything that we should be doing there to either spread more information or allay current fears? Would anyone like to address that?

Mr. CAMICCI. I think I can speak for a few communities here. I know Mayor Steuert would share my feelings. But we have had numerous meetings over the past couple of years on the thorium based in our area. And many times we have gone back to our constituents to try and explain what was going to be promised and what was going to be done. And here we are 3 years later, as the mayor said, in many areas of sheer frustration. To go back to them again, to what they read in the paper, basically we hope that they see positive action and quick action.

It is difficult to say. I do not live on top of a site. Thank goodness for that. But I can imagine the reaction of a Maywood resident that does live on the site and knowing his or her fears each day; especially with young children, that compounds the situation.

As I said before, numerous times we have gone to many, many meetings between Maywood and Rochelle Park. We have met with certain representatives of the State, EPA, NRC, DOE, and so on and so forth. This is positive information now of what we have gotten today, but still I am sure there are a lot of questions in the minds of the residents to know exactly when this is going to come about. And when they do find out, will it definitely come about or will there be more delays.

I think that is the basic fear that these people share at this time. It is just certain mixed reactions.

Mr. TORRICELLI. Let me make this offer, too. I know the extent to which these issues are complicated and difficult for the public, and credibility is often at issue. As you know, we have been having town meetings every night. Last night at Rochelle Park/Maywood town meeting, many of these issues were discussed.

I will keep having those kinds of public forums so that every citizen that has the desire to learn more about this can come out and face the questions. I think that I have done that now with all of the communities represented here, and will keep doing that.

And I hope that when you see other forums where either I should attend, a member of my staff should attend, or you should go or we should be getting a Federal official to go, to describe these problems, would you let me know that? We will get somebody there.

Mr. CAMICCI. I will.

Mr. TORRICELLI. Letting the public know the extent that they are not personally in danger. As in the case of Fairlawn, people have to know their water is not contaminated now. The problem is being met. They have to know that.

To the extent that there is a plan underway to alleviate a problem, they have to know that.

To the extent, as in the case of Woodridge, that the issue has not been addressed, they have to know that.



You find those forums. We will get people there to answer those questions.

I would also like to ask for the record, I am concerned that the mayor of Woodridge's questions be addressed. I would appreciate correspondence from the EPA for the record in detailing their evaluation of that site, where they see it on these time schedules, just as Jackie did very ably this morning on these other sites. I would appreciate your reaction to that to be put into the record and I can share with the mayor whatever technical information and cost and where it would fit on these time schedules. And then, mayor, I suggest that we have a private meeting as well with EPA, so I can start entering this controversy as well.

Let me also at this point, I would like to thank for being with us Tom Richards, councilman, who has expressed an interest in these issues continuously, and is here from Maywood, and Lenny LeBurr as well from Rochelle Park, who came out to express an interest.

I appreciate your time and commitment in making sure these issues are addressed.

Is there anything anyone would like to add at this point? Tony Pasquinucci.

Mr. PASQUINUCCI. Yes. I would like to add at this point if there is any fault I can find with the EPA at this point is that the borough of East Rutherford has not been officially contacted from the Federal EPA on the seriousness of the matter. We know that the waste is toxic. We do not know what the effects are to any of the people. I think it is remiss on their behalf not to have contacted any of the members of the governing body.

I would hope that I would hear from Jackie Schafer as soon as possible, and I can report to my governing body the status of the UOP site. I think in writing would be the best way, not person to person. Then we can have something for the record.

Also I would like to mention, if you look at the south Bergen area, look at its entire scope, you look at Woodridge's problem, the mercury dump, you look at the UOP area, they are all so very close to each other. Even the joint meeting at Rutherford where there are low levels of dioxin in the lagoons where the sewage authority dumps its sewage. It seems to me that all these areas—mercury site, UOP, the joint meeting, they all empty into the Berry's Creek area. And Berry's Creek, which is a very big portion of the meadowlands, is where a lot of future development will go on. So it seems to me that this area is indeed a very important problem to be resolved.

It seems to me that the south Bergen area is in a mess right now.

Mr. TORRICELLI. And your comments about the loss of tax revenues because of these properties I thought was particularly appropriate. This is not just health. It is also jobs and economic growth, areas as with the UOP site, are apparently taken out of circulation for industrial growth. That costs us tax dollars and it costs us jobs.

I did, by the way, before, when I was asking for a response to the Woodridge problem, I said EPA. I meant the U.S. Department of Environmental Protection, not the State government.

Is there anything further?

Mayor INCARDONE. Congressman.



Mr. TORRICELLI. You will by the way, Tony, as with other members, copies of this hearing today will be sent to you. To the extent it helps communication in the community to know the responses of Federal and State officials on these issues, you will have a copy of your comments and their comments distributed in your town, that may help the communication process.

Mayor INCARDONE. Congressman, what reflects upon my mind here as I sit here is, we have talked today basically about what the Federal Government can do, has not done, will do, and what private industry has not done, will do, can do. But we omit the third party, which I just want to, before we leave here, I want to make clear to you.

From our point of view in Woodridge, our problem, besides who dumped the thing or the things, is now that we know who dumped it, now that we know who has been assessed the blame, we cannot get the courts to set deadlines. And somebody has got to impress upon the judiciary that they have got to set deadlines for appeals, appeal limits, and if private associations or companies or corporations and governments do not meet deadlines, that maybe the time has come that people will be held in contempt.

But for the appeal process to drag on and on and on, is not right and it is not fair. They will not let you and I do that, then they cannot do it. And somebody has got to make clear to judges who sit and preside at these cases, that they have to set limits, reasonable limits, but once these limits have been set, they have to be met by both sides.

Mr. TORRICELLI. That is an excellent point. Though a party to that is that the States and Federal Government in going into courts should be less cooperative in giving time for responses and continuing litigation as well.

We ought to be asking for stricter deadlines. If we ask, we might find the courts more willing. However, your point still stands. Judges do not always do that. That is, however, a very good point.

That is one of the reasons that I took the Rochelle Park/Maywood matter out of its current status and negotiated outside of court. I just saw years of delay. Obviously people had been trying to do this before I came on the scene and it seemed to me it was leading from one stage to another.

Is there anything further any of the elected officials would like to say?

If not, let me thank you for your time, for your statements, and making this a part of the record. This record is shared with Members of the Congress. It is shared with my full Committee on Natural Resources. It is a very valuable contribution you have made by being here today and you each should be commended. I am really very, very pleased. Thank you.

VOICE. May we speak from the public? We thank you, too, Congressman Torricelli. I think you can save us from a nervous breakdown.

Mr. TORRICELLI. Thank you very much. For those kinds of public comments, it is always open.

Let me ask at this point if Karin Mitchell of Maywood might come forward and David Babcock of Maywood might come forward,

two citizen leaders, as our final witnesses today, who have been involved in this continuing battle in Maywood/Rochelle Park.

Let me welcome you both, and also congratulate you both. Long before I came on the scene, before many other people, you were both fighting this battle. You have great reason to be proud, assuming that this arrangement we have now comes to works.

I greatly respect both of your dedication and I cannot say that too strongly. I would like to hear from both of you. Ask you, of course, to stay within the time allotments provided, but would appreciate hearing your statements. And feel free if you have things in addition to what you want to say or submit to the record, please let us know.

#### STATEMENT OF KARIN R. MITCHELL

Ms. MITCHELL. My name is Karin Mitchell. I am a resident of Maywood, NJ. My property is one of those which are contaminated with radioactive waste material. As you know, there are seven residences, a vacant lot and an industrial site which are contaminated in Maywood/Rochelle Park area.

I feel that the residential areas present the most dangerous health hazard as the residents are exposed to low-level radiation each time they step outside of their homes. One family is constantly exposed to low-level radiation at dangerous levels within their own home, and have been advised to limit time spent in their bedroom.

As the effects of such exposure are not known over the long term, this problem should be treated as one which poses an imminent danger to the residents of these homes. There are many children living in our neighborhood, and our fears are greatest for them. The effects on the developing fetus are known to be especially dangerous and the young couples in these homes must take this risk into account when planning their families. We live in fear that 10 years from now one of our children will develop a cancer attributable to this exposure to radiation.

When I moved into my home, my son was an infant, and we were led to believe the problem would be cleared up quickly. Unfortunately that was not the case, and he is now a very mobile toddler who wants to explore his backyard. This is a health hazard whose latent effects are not absolutely known, and the risk of living with it cannot be reduced to percentage points.

I do not feel that the government agencies we have dealt with have been forthright with us and it has been very difficult to get correct information concerning our site. There have been many visits by administrators from the various agencies involved, but promises made have yet to be kept. I cannot begin to estimate how many times we've been given information that has proven to be outdated or incorrect. A basic problem seems to be the lack of communication between the State and Federal agencies.

Although they are said to be working together, one does not seem to know what the other is doing. At no time did there appear to be any one person or office who had all the facts, or could make policy decisions about our case. When questions have been asked, they have been constantly referred to other people or agencies, who

do not have the answers either. This has been extremely frustrating for those of us who have been trying to keep track of what actions are being taken to solve our problem. We have not even been able to rely on our local government officials for accurate and current information.

I understand that by their very nature, State and Federal agencies are slow, but in this case it seems the solution is relatively straightforward. The soil must be removed, and as quickly as possible. Our site was studied quite thoroughly by the Oak Ridge National Laboratory in June 1981, but we have been told that further studies are needed before action can be taken. This seems to be a waste of time and money. Each time action is delayed, it increases the cost and more people are exposed to even more radiation. It is incomprehensible to the people who are living in the midst of this health hazard why the Government has not acted more quickly.

We have been told that we must wait until the EPA has completed its negotiations with Stepan Chemical before action can be taken. It was my understanding that the intent of the Superfund legislation was to eliminate this waiting period. We continue to be put off while the EPA refuses to spend the money it has been allocated for this very purpose.

In closing, I would like to state how grateful the residents of Maywood are to Congressman Torricelli. His actions and negotiations have finally brought about a solution to our problem. Thank you.

[The prepared statement of Ms. Mitchell follows:]

#### TESTIMONY OF KARIN R. MITCHELL

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Mr. TORRICELLI. Thank you very much, Karin. David.

Mr. BABCOCK. Congressman, I would first like to thank you for the announcement that you made yesterday. It has really been the best positive action we have seen since this whole thing began.

Mr. TORRICELLI. Thank you.

Mr. BABCOCK. That is not part of my prepared statement. This was done prior to your announcement.

I would also like to thank the president of Stepan Chemical. He seems to be quite cooperative in the statement here, and I really applaud the corporate people taking this kind of a position.

Mr. TORRICELLI. I might tell you how unusual that kind of cooperation is, too, so the residents of Maywood/Rochelle Park should be very grateful.

#### STATEMENT OF DAVID BABCOCK

Mr. BABCOCK. My name is Dave Babcock. I am a resident of Maywood. I want to thank you for the opportunity to testify at your hearing on the EPA Superfund Program as it relates to the radioactive thorium waste threatening my home and family in Maywood. First, I would like to express my appreciation for this program as our situation would be hopeless without it. On the other hand, I would like to see the program administered more efficiently.

My wife and I purchased our home in March 1980, thinking it was a safe place to raise our children: Tommy is 5½; Jimmy is 3; and we now have Brian who is 3 weeks old.

I did not realize at the time that we purchased the home that the phrase "buyer beware" included checking our property with a Geiger counter.

Our happiness began to shatter when the Mayor of Maywood, John Steuert, introduced William E. Mott, Director, Environmental and Safety Engineering Division of the Department of Energy, asking our permission to perform safety tests for radioactivity on our property. The suspicion of radioactive contamination was indicated by an aerial survey taken in proximity of the Stepan Chemical Co. in Maywood on January 26, 1981.

Radioactive thorium was used in manufacturing process and disposed in a waste pile stored on the Maywood Chemical Works property, now Stepan Chemical, during the 1940's. Apparently, this



waste pile also contained excellent fertilizer and was considered to be good land fill. As a result, the soil was transported to residential properties on Latham and Davison Streets, one of which is presently my home.

In April 1981, a thorough testing was conducted by the Oak Ridge National Laboratory, TN, and by September 1981, a completed report was mailed to me by the Department of Energy concluding that there was an increased risk of radiation induced cancer.

As a result, we have limited the activity of our children in the yard where radiation was indicated. The report was very detailed, down to locations of radioactive thorium to the centimeter.

I have a report where it actually shows graded spots on the lawn where the radiation is.

The survey indicated that it would take 3 billion years for the thorium to decay into uranium and then into lead. It is obvious that the contaminated soil will have to be removed as radon daughters are emitted into the air, soil and water posing a real health risk.

Unfortunately, a year later, I found that little progress had been made. The borough admitted that the problem was too expensive and too complicated for it to handle alone. Communications with State and Federal agencies were definitely difficult. The New Jersey Hazard Management division of the Department of Environment Protection was aware of the problem but was waiting for the Federal EPA to make a ruling on an application for Superfund money and for the State Attorney General to rule on legal implications.

Calls to various New Jersey State agencies indicated that the entire DEP was being reorganized and there appeared to be confusion over who was following our case. Borough councilman, James Panos, Board of Health, helped us coordinate the various correspondence and Borough Attorney Fiore helped track down government officials that might help.

The same type of red tape appears to exist at the Federal level as it was difficult to find government officials willing to discuss the case. Finally, in December 1982, our case was classified as part of the 418 toxic waste sites of the Federal EPA, 21 months after initial investigation and over a year since the completed radiological survey by the Department of Energy.

Even now, 2 years later, the actual remedy for our problem is still being debated and apparently years from completion, according to Jacqueline Schafer of the EPA, due to limited funding and additional studies required.

The Federal Government is really the only governmental body capable of addressing our situation, however, the process has been very slow and uncertain.

I would like the arguments over who is to pay for the cleanup to take secondary priority over action to bring safety to my wife and children. The surveys are complete and should be acted on. Better communications between State, local and Federal agencies would help expedite solutions and help residents such as myself understand the governmental process.

I have a petition of over 1,600 people in this area who support an immediate solution. The petition has been submitted to the EPA as



part of the public comment required for their priority list. Again, it is time for action not debate.

I might add, Congressman Torricelli, I think you have been taking action literally.

[The prepared statement of Mr. Babcock follows:]

Committee on Science and Technology  
Statement

David G. Babcock

459 Davison Street Maywood, N.J.

I want to thank you for the opportunity to testify at your hearing on the EPA "Superfund" program as it relates to the radioactive thorium waste threatening my home and family in Maywood. First, I would like to express my appreciation for this program as our situation would be hopeless without it. On the other hand, I would like to see the program administered more efficiently.

My wife and I purchased our home in March 1980, thinking it to be a safe place to raise our children: Tommy (5½ years), Jimmy (3 years) and now Brian (3 weeks). I didn't realize at the time that the phrase "Buyer Beware" included checking the property with a Geiger counter.

Our happiness began to shatter when the Mayor of Maywood, John Stuart introduced William E. Mott, Director, Environmental and Safety Engineering Division of the Dept. of Energy, asking our permission to perform safety tests for radioactivity on our property. The suspicion of radioactive contamination was indicated by an aerial survey taken in proximity of the Stephan Chemical Company in Maywood on 1/26/81. Radioactive thorium was used in a manufacturing process and disposed in a waste pile stored on the Maywood Chemical Woods Property (now Stephan Chemical) during the 1940's. Apparently, this waste pile also contained excellent fertilizer and was considered to be good land fill. As a result, the "soil" was transported to residential properties on Latham and Davison Streets, one of which is presently my home.

In April 1981, a thorough testing was conducted by the Oak Ridge National Laboratory, Tennessee and by September 1981, a completed report was mailed to me by the Dept. of Energy concluding that there was an increased risk of radiation induced cancer. As a result, we have limited the activity of our children in the yard where radiation was indicated. The report was very detailed (down to locations of radioactive thorium to the centimeter) and I thought prompt solutions to the problem would be forthcoming. The survey indicated that it would take 3 billion years for the thorium to decay into uranium and then to lead. It is obvious that the contaminated soil will have to be removed as "Radon Daughters" are emitted into the air, soil and water posing a real health risk.

Unfortunately, a year later, I found that little progress had been made. The Borough admitted that the problem was too expensive and too complicated for it to handle alone. Communications with State and Federal agencies were definitely difficult. The New Jersey Hazard Management division of the Dept. of Environment Protection (DEP) was aware of the problem but was waiting for the Federal EPA to make a ruling on an application for Superfund money and for the State Attorney General to rule on legal implications. Calls to various N.J. State agencies indicated that the entire DEP was being reorganized and there appeared to be confusion over who was following our case. Borough Councilman, Jim Panos, Board of Health, helped us coordinate the various correspondence and Borough Attorney Fiore helped track down government officials that might help.

The same type of red tape appears to exist at the Federal level as it was difficult to find government officials willing to discuss the case. Finally in December 1982, our case was classified as part of the 418 Toxic Waste sites of the Federal EPA (21 months after initial investigation and over a year since the completed radiological survey by the Dept. of Energy).

Even now, two years later, the actual remedy for our problem is still being debated and apparently years from completion, according to Jacqueline Schaeffer of the EPA, due to limited funding and additional studies required.

The Federal Government is really the only governmental body capable of addressing our situation, however, the process has been very slow and uncertain. I would like the arguments over who is to pay for the clean-up to take secondary priority over action to bring safety to my wife and children. The surveys are complete and should be acted on. Better communications between state, local and federal agencies would help expedite solutions and help residents such as myself understand the governmental process.

I have a petition of over 1,600 people in this area who support an immediate solution. The petition has been submitted to the EPA as part of the Public Comment required for their priority list. Again, it is time for action not debate.

Mr. TORRICELLI. Thank you very much, David.

A couple of comments first, if I might. Before this compromise was worked out, Congresswoman Roukema and myself met with Jackie Schafer to express many of these concerns about another round of studies, after having already been studied innumerable times.

She assured us to my satisfaction that when the EPA spoke about another study, it was engineering only. That they would take the results that the Atomic Energy Commission, that New Jersey, that EPA had already conducted on the extent of the contamination, where it was located. That that was not going to be duplicated. All they would do now was work out the engineering, how physically to remove it and place it somewhere, and whatever structure had to be constructed, but this is engineering. No more environmental studies.

When I meet with the Department of Energy this week to begin planning on the basis of compromise that we worked out with Stepan Chemical, that is a condition again. No more environmental studies.

I have no reason to believe that they will not accept the exhaustive studies already done. I have no anticipation that that will be duplicated. If Mr. Stepan feels otherwise, I would appreciate hearing from him, but I think his intention as well is at this point, engineering only, no duplications.

Let me ask you, if I might, it is sometimes difficult for us to understand those who actually live in locations how it impacts life. I think that is important for people in the communities to understand. The proceedings in this hearing today go to other Members

of Congress, the full Congress, the committee staff, maybe circulated in their communities.

I wonder if either of you can describe the impacts on your family, psychologically, what it means financially to own property and have your life savings in the neighborhood impacted this way? I wonder if I could ask either of you to address that issue? Those issues.

Ms. MITCHELL. We could probably both give you a few ideas on it. I think it is a very stressful situation to be living with. You almost do not realize that it is a part of your consciousness at every moment really. You will be out in the yard and you are not just enjoying sitting in your yard. You are always thinking, "What is this doing?" "What section of the yard am I in?" "Oh, I cannot really go over to that section. That is worse than where I am right now." And it really does become incorporated into your everyday life. You think about it constantly.

I have second thoughts of having friends. I have friends who are now having children. I do not especially want them to be in the yard. And I view it as a stigma.

As far as financially, it has certainly brought down the value of our home.

Mr. TORRICELLI. Has anyone ever assessed that for you?

Ms. MITCHELL. No, but it is a known fact that homes sold with this do sell for a lower value.

Mr. TORRICELLI. Has anyone in your neighborhood tried to sell a home?

Ms. MITCHELL. Yes; I bought my home when the original project came out. And at that time, as I stated, we were assured that action would be forthright and things would be happening very quickly. And we felt that it was a small risk that we were taking. We found out otherwise since. But of course the home was sold for below market value at that point.

I believe that seeing what happened to us, and that we seemed to get into a no-win situation, that the chances of anyone else selling their homes in the neighborhood would be very low. And there have been other homes that are not directly affected, but in the general area, who have had trouble selling. Have sold, but have had trouble, because of this problem.

Mr. TORRICELLI. Do you feel that the residents of the neighborhood are prepared for the kind of excavation work that could go on around their homes to remove some of the soil? Is there an understanding what can be involved?

Ms. MITCHELL. I think that is hard for Dave and I to say. My home itself hopefully would not be affected because the soil is only around the home and Dave has also a very small area.

There are some homes where evidently the question has been that they may be demolished, and I think that those people have very real fears about that.

Mr. TORRICELLI. Because it is under the home.

Ms. MITCHELL. And a lot of questions.

Mr. BABCOCK. May I sort of add something here. The impact initially was quite fearful. An aerial survey. It sounded like the entire Government was coming in on us. And the initial impact was let us hide somewhere and sort of ignore the situation.



Most of the neighbors I have totally blocked this out as a real problem, even though they live on the same block. As a matter of fact, they would rather people like myself not be quite as vocal about it because it draws too much attention. This was a real factor when I initially started to become more vocal in fact that nothing was being done to clean our situation up.

I overcame that fear. I am sure other communities when they are first hit with some kind of an environmental problem, which I might add has now taken a new perspective to me. Before I used to think of the environment as the great outdoors. I think of it now as my backyard.

Mr. TORRICELLI. David and Karin, one of the things that should be brought back to the community is that this agreement of ours with Stepan Chemical, if it is going to succeed, it is going to take a sensitivity on the company's part, the Department of Energy's part, and your parts, at the proper level of activity.

By that mean, if we undertake an excavation process to remove all contaminated materials from Maywood/Rochelle Park, we probably would be disrupting people's lives and property to an extent that would be foolish. There is radioactivity in all matter.

If you were to set off a Geiger counter in this building with its granite walls, you would see a significant reading. On the other hand, it has to be enough so that it does not anywhere near approach levels where it is conceivably a danger to people's health. Striking that right balance is important.

The information that enables us to strike that balance is now available. All those studies demonstrate what that proper level is. Reaching is going to take continuing activity on your part, organize of citizens, and a continuing sensitivity as demonstrated by Stepan Chemical thus far, and by, I hope, the Department of Energy. But our work is not over.

We may be getting the money now. That is obviously a large part of this issue. We may now be on a proper time schedule that we can accept. But now there is going to be this need for sensitivity as well.

Is there anything further that you would like to add that you think should be a part of the record of this committee?

Mr. BABCOCK. I would like to see the Environmental Protection Agency or the Department of Energy or all the other acronyms you are going to hear, DOE, NRC, et cetera, to develop a little bit more of a public relations-type of approach to at least initial problems that may be indicated.

I found that there is no avenue that you can easily take to find out answers as to what do you do next. Each step, as you say, seems to come to another study, and another study came to another study. It took us a long time to get to the stage where we even knew the study was required.

Mr. TORRICELLI. It is that insensitivity to institutional factors that brought me to your neighborhood the first time in January. I dealt with Jackie Schafer. I knew her to be a very bright and capable person. I wanted her to see the people that were behind the decisions she was making.

You might be interested to know, by the way, the impact that the trip did have, on the way over Jackie stating to me that the

studies showed that people would not be endangered to their health unless they lived in the area 25 years. And she assured me you would have to stay on the site for 25 years before it would do real physical damage to their family. We walked up, and Karin, I do not remember who it was, introduced to someone. I asked them how long they lived there and they said 30 years. So the argument quickly collapsed.

Let me conclude by saying a couple of things. First, how impressed I have been that as in cases before, Congresswoman Roukema and I were able to work as a team on this. That has been very important, I think, for our county, being that we are from different parties, and whole different political philosophies. That fact that we have been able to work cooperatively. I am grateful for that and I want to express that, because she did some very valuable work in getting this problem addressed initially.

She has a personally prepared statement on the problem from her vantage point, which I have read and want to commend to you. I am going to place it in the record, and it is well said.

[The prepared statement of Congresswoman Roukema follows:]

MARGE ROUKEMA  
8TH DISTRICT NEW JERSEY

COMMITTEES  
BANKING, FINANCE AND  
URBAN AFFAIRS  
EDUCATION AND LABOR



**Congress of the United States**  
**House of Representatives**  
**Washington, D.C. 20515**

REPLY TO:  
WASHINGTON OFFICE  
☐ 226 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, D.C. 20515  
(202) 225-4488

NEW JERSEY OFFICES:  
☐ 57 CHERRYHILL STREET  
MIDDELTON, NEW JERSEY 07940  
(201) 447-2900  
☐ 335 ROUTE 10  
BANDOLPH, NEW JERSEY 07803  
(201) 381-1487 OR 381-1488  
☐ 9 MAIN STREET  
PLUMINGTON, NEW JERSEY 08857  
(201) 763-4422

HEARING ON HAZARDOUS WASTE SITES, June 3, 1983, HACKENSACK, NEW JERSEY

REMARKS SUBMITTED BY CONGRESSWOMAN MARGE ROUKEMA, 5th CONGRESSIONAL DISTRICT, NEW JERSEY

Mr. Chairman, Congressman Torricelli, Members of Subcommittee:

The convening of this hearing today is a deplorable object lesson -- testimony to the inscrutable ways of a bureaucracy entrusted with the protection of the health and safety of 20th Century industrial civilization.

I shall not recount the tortuous history of how the scientific documentation was compiled over a one-year period, subsequent to the first report in 1981 of radioactive thorium contamination in Maywood and Rochelle Park.

I do submit, for the record, my letter to Ms. Schafer (4/13/83) and the following addenda: 1. Nuclear Regulatory Commission Aerial Radiologic Survey of Stepan Chemical Company and Surrounding Area. (1/26,1981) 2. Department of Energy Radiological Survey (June 3 to June 10, 1983) 3. New Jersey Department of Environmental Protection Studies of Soil Samples and Radon Monitoring.

These studies are irrefutable evidence of the comprehensive scientific data base documenting the clear and present health hazard which qualified this site for priority listing.

Nevertheless, and notwithstanding, press reports stated the Environmental Protection Agency's intention to further delay clean-up action on these thorium contaminated sites, pending further studies, until 1985, (The Record, 4/12/83)

At this time, there was no communication with the Congressional offices on this subject. Press reports prompted my letter (4/13/83) to Ms. Schafer. The letter posed questions, "At a time when the credibility of the EPA has been in question for months, on the matter of cleaning up hazardous waste sites under Superfund, further delay is unconscionable."

Mr. Chairman, the meeting held in Washington as a response to my letter demanding action was not productive. But it was, however, an object lesson in the interminable bureaucratic maze that confronts communities and elected officials entrusted with the obligation to see that the intention of the law is fulfilled.

Yet today, we are confronted with another graphic illustration of how all too often legislators must devise methods to circumvent the colossus of bureaucratic inaction.

Apparently, a remedy has been devised in this case. But the compelling issue stands in bold relief: Will the citizens and elected officials across this land continue to be subjected to the Catch 22 of EPA and other overlapping agencies and state jurisdictions?

Will the towns of Ringwood, Mt. Olive and Boonton in my Congressional district, and designated as priority listed, be subjected to mindless litigation and negotiation?

Clearly, the intent of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, was to provide a legislative vehicle to expedite the removal of hazardous and life threatening waste from our community.

Indeed, Mr. William Ruckelshaus, the new Administrator of the EPA, has signaled his recognition of the need for closer adherence to the law when he stated during confirmation hearings, "From the evidence I have seen, there was too much emphasis placed on who pays, rather than on going ahead and getting the dumps cleaned up."

Clearly, these matters must be resolved under the basic precepts of our democracy--we are a nation of "laws, not men."

In conclusion, I take this opportunity to commend Commissioner Hughey for his distinguished and forthright leadership. Under his direction the New Jersey Department of Environmental Protection has promulgated a methodology that is both feasible and financially sound to serve the now and future generations of New Jerseyans.

Mr. TORRICELLI. I also particularly want to thank Congressman Scheuer of New York, who could not be here because of an unscheduled session of Congress today, which unfortunately I have had to miss. But I am grateful to him as chairman of this subcommittee for allowing us to have this hearing.

It is important because the proceedings here are reported back to every member of that committee in detail for them to read. It becomes a permanent part of the record of the U.S. Congress.

I am very, very grateful, and I can assure you it is unusual for the chairman to be that willing and that cooperative.

And, also, of course, Congressman Florio, who gave his time to be here, and without whom there would be no Superfund law. It is gratitude to him above all others.

I thank you for your participation. I thank everyone for their interest and help. We have come a long way towards putting this problem behind us, but we undoubtedly have a number of hurdles ahead. And it is going to take the same kind of commitment by corporations involved, public officials and by citizens. But today, we, in Bergen County, have good deal to be proud of. I can tell you, we may be frustrated but we are a long, long way ahead of most of the rest of these United States.

Thank you very much and the hearing stands adjourned.

[Whereupon, at 1:35 p.m., the subcommittee was adjourned.]



## APPENDIX

U.S. Environmental Protection Agency  
 Region II  
 26 Federal Plaza  
 New York, New York 10278

JUL 19 1983

Honorable Robert G. Torricelli  
 Subcommittee on Natural Resources,  
 Agriculture Research, and the Environment  
 U.S. House of Representatives  
 Washington, D.C. 20515

Dear Mr. Torricelli:

I am writing to provide additional information in response to questions raised at the June 3 field hearing on the Superfund program. I ask that this letter be included in the official printed record of the hearing along with a copy of my letter dated July 13, 1983 to Congressman James Florio. My letter to Mr. Florio responds to issues he raised at the hearing regarding Superfund clean-up costs at the Lipari and Kin Sue Landfill sites.

As I stated at the hearing, an EPA contractor, Putnam, Hayes, and Bartlett, is preparing a review of the corporate filings history of the Scientific Chemical Processing Co. (SCP)

I will provide you with a copy of the review which we anticipate will be completed by July 21, 1983.

Responses to other concerns raised at the hearing reported to me by Fred Rubel follow.

Fair Lawn

EPA's contractor is preparing a Remedial Action Master Plan for the Fair Lawn Wellfield which we expect to receive very soon. The studies carried out by Malcolm Pirnie and Key P. Weston Inc. on behalf of the Borough of Fair Lawn are being evaluated by EPA's contractor during RAMP preparation.

While we are unable to reimburse the Borough for the cost of these studies, we will consider a request for a deviation by the State of N.J. to allow us to reimburse the Borough for the cost of the proposed treatment system, if this is determined to be part of the long term remedial program. This can occur after the completion of the RAMP and the search for the possible sources of contamination now being conducted by the State of New Jersey.

W. J. R. R. R.

Universal Oil Products (UOP)

Enclosed for your information is a copy of our letter to Councilman Pasquinucci of East Rutherford. The letter transmits a copy of the docket on the UOP site for his information.

Since this is a "State lead" site, my staff has also asked Mr. Jack Stanton of the New Jersey Department of Environmental Protection to send whatever additional information is available at the State to the Councilman.

Ventron Site

EPA is presently working with the State of New Jersey to update the Superfund National Priorities List. The Ventron site in Woodridge is among the sites the State has nominated for inclusion on the updated list. Initial assessment of the site according to the Superfund system indicates that it does score above the cutoff level for inclusion on the updated list. The first update is expected to occur in August.

Please feel free to call on us or Alice Jenik of my Office of External Programs, if you require additional information.

Sincerely yours,

/s/ Jacqueline E. Schafer

Jacqueline E. Schafer  
Regional Administrator

cc: Honorable James J. Scheuer

bcc: ✓ Tony Clark  
Jamie Fox  
Gary Juster

Robert E. Hughey, Commissioner  
New Jersey DEP

Virginia Williams, Office of  
Congressional Correspondence  
U.S. EPA (A-101)

2OEP:AJENIK:dm:7/11/83



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II  
26 FEDERAL PLAZA  
NEW YORK, NEW YORK 10278

JUL 13 1983

Honorable James J. Florio  
U.S. House of Representatives  
Washington, D.C. 20515

Dear Mr. Florio:

At the June 3, 1983 field hearing in Hackensack on the status of the Superfund program, you raised several questions concerning the cost-effectiveness of actions taken by EPA under the emergency response provisions of Superfund.

In particular, you questioned the costs incurred in connection with emergency work at two hazardous waste sites in New Jersey: LiPari Landfill and Kin Buc Landfill. Your remarks implied that costs incurred under Superfund were excessive based upon research done by your staff. You also indicated that there appeared to be no justification for a sole source contract for procuring the work required at the LiPari site.

Because of my personal concern for ensuring that Superfund actions are not only timely and environmentally sound but also that they are cost effective, I asked my staff to provide me with a report on the costs associated with emergency action at the LiPari and Kin Buc Landfills.

To date, the costs for the fence project at LiPari total \$167,904. Unfortunately, we cannot compare this to the \$67,000 composite figure you said your staff had obtained since we are not certain of the specifications used by your staff in seeking estimates.

I might point out that in general, normal and customary commercial pricing is not applicable to work performed on or near hazardous waste sites. Hazardous materials contractors must comply with stringent safety requirements to protect workers from chemical hazards.

The contractors must provide expensive safety equipment and materials to protect their employees along with medical monitoring, and hazardous duty differential pay. Safety procedures must be followed, and the use of protective gear by workers severely reduces worker productivity and extends schedules required to complete activities at hazardous sites.

Just as the cost of hazardous site work cannot reasonably be compared with ordinary cost proposals, the ordinary contractor cannot be expected to comply with the stringent safety plan essential to hazardous site work.

For your information, I have enclosed a copy of the contract EPA executed on June 24, 1982 with the New England Pollution Control Co. for installation of fencing at and near the LiPari Landfill. Exhibit B appended to this contract is the Safety Plan for Hazardous Site Remediation. I think you will agree that despite the added costs required to ensure compliance, these safety requirements are essential to protect the health and safety of workers.

The decision to undertake a fencing project at LiPari under a sole source contract in June, 1982 followed a period of excessive rainfall after which leachate was surfacing at an unprecedented high rate and over a larger area than before. Gloucester County officials advised us that children's footprints were showing up in mud at sampling locations in heavily contaminated areas. These circumstances called for rapid action to initiate security fencing. Time-consuming bidding, especially by fence contractors who had not previously worked at uncontrolled hazardous waste sites, was not appropriate for this situation.

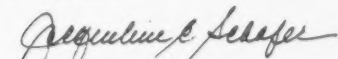
Your conclusions regarding the cost of clean-up operations at the Kin Buc Landfill appear to be based on inaccurate information. Project activities carried out under Section 311 of the Clean Water Act were not the same as those now underway under Superfund. A major change in the operation has occurred. We began to separate oil and water within the thousands of drums of leachate collected, treat the water, and dispose of the PCB-contaminated oil at a specially permitted facility in Arkansas. This marked change in operations accounts for the major difference in costs.

When we compare the costs of similar activities under both sources of funding, cost are lower now. The containment and drumming operation under the 311 fund from February 1980 to December 1980 cost \$13,000 per week. Under Superfund, containment and drumming operations for the period from December 1981 to November 1982 were only \$9,100 per week.

I hope this serves to clarify your understanding of the nature of the emergency work at LiPari and the costs associated with our work there and at the Kin Buc Landfill.

Please feel free to call me if I can provide additional information.

Sincerely,



Jaqueline E. Schafer  
Regional Administrator

cc: Honorable James J. Scheuer

Honorable Robert G. Torricelli

68-92-0016 ORIGINAL

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| NOTICE TO PROCEED WITH EMERGENCY RESPONSE TO HAZARDOUS SUBSTANCE RELEASE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     | EPA Form 1900-49 ( )                                                                                                                                                                                 |                                   |
| Page 1 of 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                                                                                                                                                                                      |                                   |
| 1. Contract Number<br><b>68-92-0046</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2. Effective Date<br><b>6-24-82</b> | 3. Negotiation Authority<br>41 U.S.C. 252(c) (2)                                                                                                                                                     |                                   |
| 4. Issued By<br><b>(ROBERT M. COBIELLA)</b><br><b>U. S. ENVIRONMENTAL PROTECTION AGENCY</b><br><b>REGION II OFFICE</b><br><b>RARITAN ARSENAL</b><br><b>EDISON, N. J. 08837</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     | 5. Administered By<br><br>Environmental Protection Agency<br>Headquarters Procurement Operations (PM-214-M)<br>401 M Street, S.W.<br>Washington, D.C. 20460                                          |                                   |
| 6. Contractor Name and Address<br><b>NEW ENGLAND POLLUTION CONTROL CO. INC.</b><br><b>ROUTE 130</b><br><b>ROBBINSVILLE, N. J. 08691</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     | 7. Paying Office<br><b>ENVIRONMENTAL PROTECTION AGENCY</b><br><b>FINANCIAL MANAGEMENT DIVISION (MD-32)</b><br><b>ATTN: ADMINISTRATIVE AUDIT SECTION</b><br><b>RESEARCH TRIANGLE PARK, N.C. 27711</b> |                                   |
| 8. Accounting and Appropriation Data<br><b>68-2078145</b> <b>2TFA72 ZEO1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     | 9. Incident Number<br><b>N/A</b>                                                                                                                                                                     |                                   |
| <b>201001</b> <b>25.35</b> <b>\$50,000.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     | 10. Activity Code<br><b>E</b>                                                                                                                                                                        |                                   |
| 11. SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                                                                                                                                                                      |                                   |
| <p>ARTICLE I - STATEMENT OF WORK</p> <p>The Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth below: <b>INSTALL CHAIN LINK FENCING AT AND NEAR THE LIPARI LAND-FILL SITE AS DETAILED BELOW:</b></p> <p><b>FENCE #1</b> ALONG FENCE LINE SHOWN ON EXHIBIT "A", APPROXIMATELY 3650 LINEAR FEET OF 8 FT. HIGH CHAIN LINK FENCE TOPPED WITH 3 STRANDS OF BARBED WIRE. FABRIC SHALL BE 9 GAUGE WIRE OF 2 INCH MESH. LINE POSTS SHALL BE 2 INCH STANDARD PIPE. END, CORNER, ANGLE AND PULL POSTS SHALL BE 2 1/2 INCH STANDARD PIPE. GATE POSTS SHALL BE 4 INCH STANDARD PIPE. BRACES, TOP AND BOTTOM RAILS SHALL BE 1 1/2 INCH. BARBED WIRE SHALL BE FOUR POINT PATTERN, FOUR INCH SPACING, WITH THE TOP WIRE 12 INCH ABOVE AND 12 INCH OUT FROM THE FENCE LINE. FOUR GATES SHALL BE INCLUDED, TWO EQUIPMENT GATES WITH 12 FT. CLEAR OPENINGS AND TWO PEDESTRIAN GATES WITH 3 FT. CLEAR OPENINGS. ALL FENCE COMPONENTS AND FITTINGS SHALL BE HOT DIP GALVANIZED. POSTS SHALL BE SPACED A MAXIMUM OF 10 FT. APART. ALL POSTS SHALL BE ANCHORED IN CONCRETE SET 3 FT. DEEP FOR GATE, CORNER, PULL AND ANGLE POSTS AND 2 FT. DEEP FOR LINE POSTS.</p> <p><b>FENCE #2</b> ALONG FENCE LINE ② SHOWN ON EXHIBIT "A" APPROXIMATELY 1550 LINEAR FEET OF 6 FT. HIGH CHAIN LINK FENCE, WITHOUT BARBED WIRE, WITHOUT TOP RAIL, WITH POST CAPS, AND HAVING APPROXIMATELY SIX PEDESTRIAN GATES AND (IF REQUIRED) TWO (2) EQUIPMENT GATES, BUT OTHERWISE ALL AS PER FENCE #1, ABOVE.</p> <p><b>SAFETY</b> CONTRACTOR SHALL CONFORM TO THE ATTACHED EXHIBIT "B" PLAN.<br/>(See Continuation of Schedule on pages 2 through 8)</p> |                                     |                                                                                                                                                                                                      |                                   |
| APPROVED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |                                                                                                                                                                                                      |                                   |
| 12. Name of Contractor<br><b>NEW ENGLAND POLLUTION CONTROL CO.</b><br>By <u><i>One Seal</i></u><br>(Signature of Person Authorized to Sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     | 15. United States of America<br>By <u><i>Robert M. Cobiella</i></u><br>(Signature of Contracting Officer)                                                                                            |                                   |
| 13. Name and Title of Signer<br>(Type or Print)<br><b>Dev Seal</b><br><b>Manager of Hazardous Materials</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 14. Date Signed<br><b>6/25/82</b>   | 16. Name of Contracting Officer<br>(Type or Print)<br><b>ROBERT M. COBIELLA</b>                                                                                                                      | 17. Date Signed<br><b>6/24/82</b> |



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| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                      |
| <p><u>ARTICLE II - NOTICE TO PROCEED</u></p> <p>This agreement constitutes an authorization for the Contractor to immediately proceed with performance of the work described in Article I, including procurement of necessary materials.</p> <p><u>ARTICLE III - DEFINITIZATION</u></p> <p>A. It is contemplated that a time and materials type definitive contract will be negotiated on the basis of the Schedule and General Provisions of this notice to proceed. To accomplish this result, the Contractor agrees to promptly enter negotiations over the terms of a definitive contract with a Contracting Officer who will be designated by the office specified in block 5 of this notice. All questions of a contractual nature should be referred to the designated Contracting Officer.</p> <p>B. This notice to proceed will be superseded by a definitive contract within thirty (30) calendar days after the effective date of this notice, unless an extension thereof is granted by the designated Contracting Officer. Failure to execute a definitive contract within the time specified above will be treated as a dispute under the "Disputes" clause of this notice to proceed.</p> <p><u>ARTICLE IV - PERIOD OF PERFORMANCE</u></p> <p>The period of performance of the work specified herein shall be <u>60 DAYS</u> from the effective date of this notice to proceed.</p> <p><u>ARTICLE V - LIMITATION OF GOVERNMENT LIABILITY</u></p> <p>The maximum amount for which the Government shall be liable under this notice to proceed is \$ <u>50,000.00</u>. The Contractor shall not make expenditures or incur obligations in the performance of this notice to proceed which exceed the maximum amount specified herein, except at the Contractor's own risk.</p> <p><u>ARTICLE VI - CONSIDERATION AND PAYMENT</u></p> <p>A. The Government will pay to the Contractor for performance of the work described herein the amount of costs determined to be payable in accordance with the hourly labor rate schedule to be agreed upon by the Contractor and the designated Contracting Officer. The costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. These rates shall include the cost of labor, indirect expenses, and profit. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the Government will reimburse the Contractor shall include only the time of employees whose services are applied directly to the work specified herein. The Contractor shall maintain time and labor distribution records for all such employees to substantiate the number of hours for which the Contractor claims reimbursement. These records shall be maintained for each employee providing services hereunder and shall document the time worked during the period of performance of the work specified above.</p> <p>B. Allowable costs of direct materials shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations. Reimbursement of material costs shall be exclusive of profit. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, General and Administrative expense, allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 1-15.2 of the Federal Procurement Regulations. The Contractor will be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment has been made for such purchased items or services.</p> |                    |                                      |

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| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                               |
| <p>C. The cost of subcontracts shall be reimbursable costs hereunder, provided such costs are consistent with paragraph D. below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under paragraph B. above. The requirement for payment for reimbursement shall not apply to the Contractor who is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, which costs are included in the hourly rate or rates payable under paragraph A. above.</p> <p>D. The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.</p> <p>E. Allowable travel expenses shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations. Travel includes costs for transportation, lodging, and subsistence. Travel expenses may include General and Administrative expenses to the extent they are clearly excluded from any factor of charge against direct labor hours. Reimbursement of travel expenses shall be exclusive of profit. The Contractor shall be reimbursed for travel expenses only when records are available to substantiate travel expenses claimed hereunder.</p> <p>F. Invoices for payment shall be submitted no more frequently than once per month. Upon receipt of invoices, the Government will, subject to the provisions of this article, make payment thereon, except that five percent (5%) of the amount due shall be withheld. The total amount withheld shall not exceed \$50,000. Such amounts withheld will be retained until the execution and delivery of release by the Contractor is accomplished as provided in paragraph J. below.</p> <p>G. If at any time the Contractor has reason to believe that the hourly rate payments and material, subcontract, and travel costs which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and cost previously accrued, will exceed eighty-five percent (85%) of the Government's liability as set forth in ARTICLE V, the contractor shall notify the designated Contracting Officer to that effect giving a revised estimate, together with supporting reasons and documentation.</p> <p>H. The Government shall not be obligated to pay the Contractor any amount in excess of the Government's liability set forth in ARTICLE V, and the Contractor shall not be obligated to continue performance if to do so would exceed the amount of the Government's liability set forth in ARTICLE V, unless and until the designated Contracting Officer shall have notified the Contractor in writing that the Government's liability has been increased and shall have specified in such notice an increased amount which shall then constitute the Government's liability for performance under this notice to proceed. When and to the extent the Government's liability as set forth in ARTICLE V has been increased, any hours expended and material, subcontract, and travel costs incurred by the Contractor in excess of the Government's liability prior to the increase shall be allowable to the same extent as if such hours had been expended and such costs had been incurred after such increase in the Government's liability.</p> <p>I. At any time or times prior to final payment under this contract, the Contracting Officer may cause to be made such audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding</p> |                    |                               |

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| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                                      |
| <p>invoices or vouchers. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all provisions of this contract, the Government will pay any balance due and owing the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as may be practicable following completion of the work under this contract, but in no event later than one (1) year (or such longer period as the Contracting Officer may, in his discretion, approve in writing) from the date of such completion.</p> <p>J. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:</p> <ul style="list-style-type: none"> <li>(i) specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor; and</li> <li>(ii) claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.</li> </ul> <p>K. The Contractor agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the Contractor or any assignee, which arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.</p> <p><b>ARTICLE VII - SUBMISSION OF INVOICES</b></p> <p>A. Invoices for payment shall be submitted in quadruplicate and shall include the contract number, incident number (see block 9 on page 1 of this notice), activity code (see block 10 on page 1 of this notice), description of services, and amount of payment requested.</p> <p>B. All invoices for payment shall be submitted to the On-Scene Coordinator who will forward the invoices to the paying office specified in block 7 of page 1 of this notice to proceed. All invoices shall include the following statement on the reverse of the invoice or in an attachment to the invoice:</p> <p style="text-align: center;"><u>On-Scene Coordinator's Certification</u></p> <p style="margin-left: 40px;">I certify to the best of my knowledge and belief that the amounts shown on the invoice are proper and that the services have been performed and are accepted.</p> <div style="text-align: center; margin-top: 20px;">       _____<br/>       On-Scene Coordinator     </div> |                    |                                      |

## SCHEDULE

C. All invoices for payment shall be accompanied by a summary of costs claimed by major cost element: labor, materials, subcontracts, and travel.

ARTICLE VIII - INSPECTION AND ACCEPTANCE

The On-Scene Coordinator is authorized to perform inspection and acceptance of services to be provided. Inspection and acceptance will be performed at the location of the hazardous substance release.

ARTICLE IX - INSURANCE

A. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work except as otherwise provided.

B. The Contractor shall exercise reasonable care and use his best efforts to prevent accidents, injury or damage to all employees, persons and property, in and about the pollution cleanup project.

C. The Contractor and subcontractors shall be responsible for and make good at their own cost and expense any and all loss of or damage of whatsoever nature to their equipment, material and to Government-owned material and equipment which is in the possession of the Contractor for possible use in the cleanup activities, whether at the work site or elsewhere, arising or growing out of the performance of the work, except where the Contractor can affirmatively show that such loss or damage was due to causes beyond the Contractor's control or was proximately caused by the fault or negligence of agents or employees of the Government acting within the scope of their authority. To induce the Contractor to perform the work for the compensation provided, it is specifically agreed that the Contractor's aggregate liability on account of loss of or damage to all or part of their equipment and material and said Government-owned material and equipment shall in no event exceed the sum of \$300,000. The Government will assume the risk of loss or damage to such equipment and material and said Government-owned materials and equipment in excess of \$300,000 including, but not limited to, loss or damage from negligence of whatsoever degree of the Contractor's servants, employees, agents or subcontractors but specifically excluding loss or damage from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers and any of his managers, superintendents or other equivalent representatives who have supervision or direction of (i) all or substantially all of the Contractor's business or (ii) all or substantially all of the Contractor's operation for any one pollution project (or part thereof), provided, however, that as to such risk assumed and borne by the Government, the Government shall be subrogated to any claim, demand or cause of action against third persons which exists in favor of the Contractor; provided further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, or join the Government as a co-defendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

D. The Contractor indemnifies and holds harmless the Government, its agencies and instrumentalities, agents and employees, against all suits, actions, claims, costs or demands (including, without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) to which the Government, its agencies and instrumentalities, agents and employees may be subject or put by reason of damage or injury (including death) to the property or person of any one other than the Government, its agencies, instrumentalities, agents, or employees, arising from performance of the work, unless the Contractor can affirmatively show that the damage was caused by the Government, its employees, agents or contractors in hazardous substance response activities and in the exercise of care reasonable under the circumstances and that the action giving rise to the claim was necessary and the damage unavoidable.

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| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                            |
| <p>E. The Contractor shall procure at its own expense, and shall maintain in force and effect Employee's Liability and Workmen's Compensation Insurance covering all persons performing the work hereunder. The Contractor shall procure and shall maintain in force and effect Public Liability and Property Damage Insurance of at least \$300,000 covering all classes of work to be performed and equipment present or used in the performance of the work hereunder. The Contractor shall procure and maintain in force and effect Marine Insurance covering liability incurred under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act as appropriate, of at least \$300,000, where the hazardous substance response activity involves work on the navigable waters. The Contractor shall obtain insurance in the amount of \$300,000 to cover the loss of all contractor and subcontractor owned or rented equipment and supplies during the performance of the work, including transportation to and from any work site.</p> <p>F. No allowance shall be made by the Contractor in the contract price for the inclusion of any premium expense or charge for any reserve made on account of self insurance for coverage against any risk assumed by the Government under this article.</p> <p>G. As soon as practicable after the occurrence of any loss or damage the risk of which the Government has assumed, written notice of such loss or damage shall be given by the Contractor to the Contracting Officer, which notice shall contain full particulars of such loss or damage. If claim is made or suit is brought thereafter against the Contractor as the result or because of such event, the Contractor shall immediately deliver to the Government every demand, notice, summons or other process received by it or its representatives. The Contractor shall cooperate with the Government and, upon the Government's request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.</p> |                    |                            |
| ARTICLE X - <u>SERVICE CONTRACT ACT OF 1965, AS AMENDED</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                            |
| <p>This notice to proceed and resulting definitive contract are subject to the Service Contract Act of 1965, As Amended. Accordingly, each service employee employed in the performance of the work set forth herein is required to be paid not less than the minimum monetary wage and to be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor. The applicable wage and fringe benefit determination from the Secretary of Labor is not currently available; however, such wage and fringe benefit determination will be incorporated into the contract definitizing this notice to proceed. When, as a result of the Secretary of Labor's determination of minimum wages and fringe benefits, the Contractor is required to increase the wages or fringe benefits of service employees working on this notice to proceed, the applicable contract labor rates and payment to the Contractor, will be retroactively adjusted to reflect any such increase in wages or fringe benefits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                            |
| ARTICLE XI - <u>ORDER OF PRECEDENCE</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                            |
| <p>In the event of an inconsistency between the provisions of this notice to proceed, the inconsistency shall be resolved by giving precedence in the following order: (a) the schedule, including the Statement or Scope of Work; (b) the General Provisions; (c) the other provisions of the notice to proceed whether incorporated by reference or otherwise; and (d) the specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                            |
| ARTICLE XII - <u>REPORT OF DAILY SERVICES</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                            |
| <p>The Contractor shall submit to the On-Scene Coordinator a daily report which identifies all charges for which the Government will be billed as a result of that day's service. Daily reports shall be in accordance with a format to be provided by the On-Scene Coordinator and shall include an itemization of the labor hours incurred for each employee, material charges, subcontract costs, and travel costs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                            |

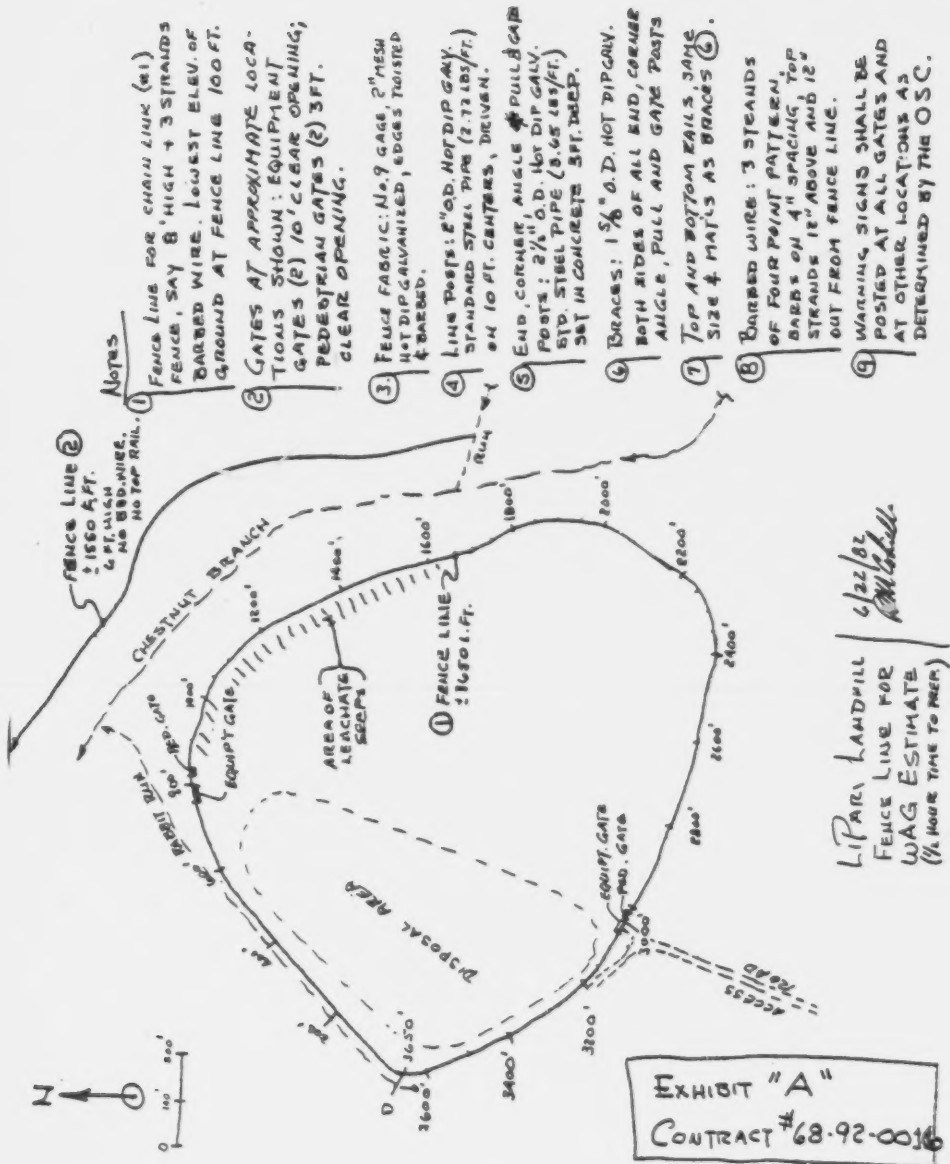


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                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CONTINUATION SHEET              | <b>68-92-0016</b><br>Contract Number |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |             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| <p><u>ARTICLE XIII - GENERAL PROVISIONS</u></p> <p>The following General Provisions are hereby incorporated by reference into this notice to proceed:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 60%;"><u>Clause</u></th> <th style="text-align: left; width: 40%;"><u>Citation</u></th> </tr> </thead> <tbody> <tr><td>1. Definitions</td><td>FPR 1-7.102-1</td></tr> <tr><td>2. Extras</td><td>FPR 1-7.102-3</td></tr> <tr><td>3. Variation in Quantity</td><td>FPR 1-7.102-4</td></tr> <tr><td>4. Responsibility for Supplies</td><td>FPR 1-7.102-6</td></tr> <tr><td>5. Assignment of Claims</td><td>FPR 1-7.102-8</td></tr> <tr><td>6. Additional Bond Security</td><td>FPR 1-7.103-2</td></tr> <tr><td>7. Examination of Records by Comptroller General</td><td>FPR 1-7.103-3</td></tr> <tr><td>8. Default</td><td>FPR 1-7.102-11</td></tr> <tr><td>9. Disputes</td><td>FPR Temp. Reg. 55</td></tr> <tr><td>10. Notice and Assistance Regarding Patent and Copyright Infringement</td><td>FPR 1-7.103-4</td></tr> <tr><td>11. Buy American Act</td><td>FPR 1-7.102-14</td></tr> <tr><td>12. Convict Labor</td><td>FPR 1-7.103-5</td></tr> <tr><td>13. Contract Work Hours and Safety Standards Act - Overtime Compensation</td><td>FPR 1-7.102-15</td></tr> <tr><td>14. Walsh-Healey Public Contracts Act</td><td>FPR 1-7.103-6</td></tr> <tr><td>15. Equal Opportunity</td><td>FPR 1-7.102-16</td></tr> <tr><td>16. Officials Not to Benefit</td><td>FPR 1-7.102-17</td></tr> <tr><td>17. Covenant Against Contingent Fees</td><td>FPR 1-7.102-18</td></tr> <tr><td>18. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals</td><td>FPR Temp. Reg. 50, Supplement 2</td></tr> <tr><td>19. Utilization of Labor Surplus Area Concerns</td><td>FPR 1-7.103-9</td></tr> <tr><td>20. Pricing of Adjustments</td><td>FPR 1-7.102-20</td></tr> <tr><td>21. Changes</td><td>41 U.S.C. 15-7.150-1</td></tr> <tr><td>22. Termination for the Convenience of the Government</td><td>FPR 1-7.102-19</td></tr> <tr><td>23. Inspection of Services</td><td>41 U.S.C. 15-7.150-2</td></tr> <tr><td>24. Insurance</td><td>FPR 1-7.303-46</td></tr> <tr><td>25. Payments</td><td>41 U.S.C. 15-7.150-3</td></tr> <tr><td>26. Interest</td><td>FPR 1-7.303-26</td></tr> <tr><td>27. Audit</td><td>FPR 1-7.103-18</td></tr> <tr><td>28. Federal, State and Local Taxes</td><td>FPR 1-7.102-10</td></tr> <tr><td>29. Price Reduction for Defective Cost or Pricing Data - Price Adjustments</td><td>FPR 1-7.103-17</td></tr> <tr><td>30. Disabled Veterans and Veterans of the Vietnam Era</td><td>FPR Temp. Reg. 39</td></tr> <tr><td>31. Authorization and Consent</td><td>41 U.S.C. 15-7.102-50</td></tr> <tr><td>32. Protection of Government Buildings, Equipment, and Vegetation</td><td>41 U.S.C. 15-7.150-4</td></tr> <tr><td>33. Service Contract Act of 1965, As Amended</td><td>FPR 1-12.904-1</td></tr> <tr><td>34. Government Property</td><td>FPR 1-7.402-25</td></tr> <tr><td>35. Employment of the Handicapped</td><td>FPR Temp. Reg. 38</td></tr> <tr><td>36. Clean Air and Water</td><td>FPR 1-7.102-23</td></tr> <tr><td>37. Organizational Conflicts of Interest</td><td>EPA Proc. Info. Notice 7A-23</td></tr> <tr><td>38. Utilization of Women-Owned Business Concerns</td><td>FPR Temp. Reg. 54</td></tr> <tr><td>39. Notice to the Government of Labor Disputes</td><td>FPR 1-7.203-3</td></tr> </tbody> </table> |                                 |                                      | <u>Clause</u> | <u>Citation</u> | 1. Definitions | FPR 1-7.102-1 | 2. Extras | FPR 1-7.102-3 | 3. Variation in Quantity | FPR 1-7.102-4 | 4. Responsibility for Supplies | FPR 1-7.102-6 | 5. Assignment of Claims | FPR 1-7.102-8 | 6. Additional Bond Security | FPR 1-7.103-2 | 7. Examination of Records by Comptroller General | FPR 1-7.103-3 | 8. 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Insurance | FPR 1-7.303-46 | 25. Payments | 41 U.S.C. 15-7.150-3 | 26. Interest | FPR 1-7.303-26 | 27. Audit | FPR 1-7.103-18 | 28. Federal, State and Local Taxes | FPR 1-7.102-10 | 29. Price Reduction for Defective Cost or Pricing Data - Price Adjustments | FPR 1-7.103-17 | 30. Disabled Veterans and Veterans of the Vietnam Era | FPR Temp. Reg. 39 | 31. Authorization and Consent | 41 U.S.C. 15-7.102-50 | 32. Protection of Government Buildings, Equipment, and Vegetation | 41 U.S.C. 15-7.150-4 | 33. Service Contract Act of 1965, As Amended | FPR 1-12.904-1 | 34. Government Property | FPR 1-7.402-25 | 35. Employment of the Handicapped | FPR Temp. Reg. 38 | 36. Clean Air and Water | FPR 1-7.102-23 | 37. Organizational Conflicts of Interest | EPA Proc. Info. Notice 7A-23 | 38. Utilization of Women-Owned Business Concerns | FPR Temp. Reg. 54 | 39. Notice to the Government of Labor Disputes | FPR 1-7.203-3 |
| <u>Clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          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| 1. Definitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| 2. Extras                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| 3. Variation in Quantity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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| 4. Responsibility for Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| 5. Assignment of Claims                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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| 6. Additional Bond Security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| 7. Examination of Records by Comptroller General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| 8. Default                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| 9. Disputes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FPR Temp. Reg. 55               |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 10. Notice and Assistance Regarding Patent and Copyright Infringement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| 11. Buy American Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| 12. Convict Labor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| 13. Contract Work Hours and Safety Standards Act - Overtime Compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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| 14. Walsh-Healey Public Contracts Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| 15. Equal Opportunity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| 16. Officials Not to Benefit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| 17. Covenant Against Contingent Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| 18. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | FPR Temp. Reg. 50, Supplement 2 |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 19. Utilization of Labor Surplus Area Concerns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| 20. Pricing of Adjustments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| 21. Changes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| 22. Termination for the Convenience of the Government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| 23. Inspection of Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| 24. Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                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| 25. Payments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| 26. Interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| 27. Audit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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| 28. Federal, State and Local Taxes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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| 29. Price Reduction for Defective Cost or Pricing Data - Price Adjustments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| 30. Disabled Veterans and Veterans of the Vietnam Era                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | FPR Temp. Reg. 39               |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 31. Authorization and Consent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 41 U.S.C. 15-7.102-50           |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |   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| 32. Protection of Government Buildings, Equipment, and Vegetation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| 33. Service Contract Act of 1965, As Amended                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| 34. Government Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| 35. Employment of the Handicapped                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | FPR Temp. Reg. 38               |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 36. Clean Air and Water                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| 37. Organizational Conflicts of Interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EPA Proc. 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Notice 7A-23    |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 38. Utilization of Women-Owned Business Concerns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | FPR Temp. Reg. 54               |                                      |               |                 |                |               |           |               |                          |               |                                |               |                         |               |                             |               |                                                  |               |            |                |             |                   |                                                                       |               |                      |                |                   |               |                                                                          |                |                                       |               |                       |                |                              |                |                                      |                |                                                                                                                                                    |                                 |                                                |               |                            |                |             |                      |                                                       |                |                            |                      |               |                |              |                      |              |                |           |                |                                    |                |                                                                            |                |                                                       |                   |                               |                       |                                                                   |                      |                                              |                |                         |                |                                   |                   |                         |                |                                          |                              |                                                  |                   |                                                |               |
| 39. Notice to the Government of Labor Disputes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| EPA Form 1400-19<br>Page 7a of 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CONTINUATION SHEET | Contract Number<br><b>68-92-0016</b> |
| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                      |
| <p>ARTICLE XIV - <u>STOP WORK ORDER</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                      |
| <p>A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the Contractor. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.</p> <p>B. When the stop work order period expires or is canceled by the Contracting Officer, the Contractor shall resume work. An equitable adjustment will be made in the contract period of performance or contract price, or both, and in any other provisions of the contract that may be affected, and the contract will be modified in writing accordingly, if:</p> <p>(i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and</p> <p>(ii) the Contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under this contract.</p> <p>C. If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.</p> <p>D. If a stop work order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.</p> |                    |                                      |
| <p>ARTICLE XV - <u>CONFIDENTIALITY OF INFORMATION</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                      |
| <p>Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the On-Scene Coordinator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                                      |
| <p><u>ALTERATIONS TO THE SCHEDULE</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                      |
| <p>1. Article VII - <u>SUBMISSION OF INVOICES</u> is hereby deleted and substituted with the following article:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                      |
| <p>ARTICLE VII - <u>SUBMISSION OF INVOICES</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                                      |
| <p>A. Invoices for payment shall be submitted in quadruplicate and shall include the contract number, description of services, and amount of payment requested.</p> <p>B. All invoices for payment shall be submitted to the paying office specified in block 7 of page 1 of this notice to proceed. The Contractor shall submit one (1) copy of each invoice to the On-Scene Coordinator. The Contractor shall include the following statement on the reverse of the On-Scene Coordinator's copy of the invoice or in an attachment to the On-Scene Coordinator's copy of the invoice:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                      |

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| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                                      |
| <p align="center"><u>On-Scene Coordinator's Certification</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                      |
| <p align="center">I certify to the best of my knowledge and belief that the amounts shown on the invoice are proper and that the services have been performed and are accepted.</p>                                                                                                                                                                                                                                                                                                                             |                      |                                      |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | On-Scene Coordinator |                                      |
| <p>C. All invoices for payment shall be accompanied by a summary of costs claimed by major cost element: labor, materials, subcontracts and travel.</p>                                                                                                                                                                                                                                                                                                                                                         |                      |                                      |
| <p>2. Article IX - <u>INSURANCE</u> is hereby deleted and substituted with the following article:</p>                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                                      |
| <p align="center">ARTICLE IX - <u>INSURANCE</u> - <u>LIABILITY TO THIRD PERSONS</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                      |
| <p>A. The Contractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 1-10.5 of the Federal Procurement Regulations in effect as of the date of execution of this contract, and any such insurance as the Contracting Officer may from time to time require with respect to performance of this contract.</p>                                                                                                                                  |                      |                                      |
| <p>B. At a minimum, the Contractor shall procure and maintain the following types of insurance:</p>                                                                                                                                                                                                                                                                                                                                                                                                             |                      |                                      |
| <p>(i) Workmen's compensation and occupational disease insurance in amounts to satisfy State law;</p>                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                                      |
| <p>(ii) Employer's liability insurance;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                      |
| <p>(iii) Comprehensive general liability (bodily injury) insurance;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                      |
| <p>(iv) Comprehensive automobile liability (bodily injury and property damage) insurance;</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                      |
| <p>(v) When aircraft are used in the performance of the contract, aircraft and passenger liability insurance; and</p>                                                                                                                                                                                                                                                                                                                                                                                           |                      |                                      |
| <p>(vi) When vessels are used in the performance of the contract, vessel collision liability and protection and indemnity liability insurance;</p>                                                                                                                                                                                                                                                                                                                                                              |                      |                                      |
| <p>Provided, that the Contractor may maintain a self-insurance program.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                      |
| <p>C. The Contractor shall be reimbursed, for the portion allocable to this contract, the reasonable cost of any insurance maintained by the Contractor, including reserves for self-insurance.</p>                                                                                                                                                                                                                                                                                                             |                      |                                      |
| <p>D. The Government shall hold harmless and indemnify the Contractor against claims (including expenses of litigation or settlement) by third persons (including employees of the Contractor) for death, personal injury, or loss of or damage to property, arising out of the performance of this contract, to the extent that such a claim is not compensated by insurance or otherwise. Any such claim within deductible amounts of the Contractor's insurance shall not be covered under this article.</p> |                      |                                      |
| <p>E. The Government may discharge its liability under this article by making payments directly to the Contractor or directly to parties to whom the Contractor may be liable.</p>                                                                                                                                                                                                                                                                                                                              |                      |                                      |
| <p>F. The Contractor may include in any subcontract under this contract the same provisions in this article whereby the Contractor shall indemnify the subcontractor. Such a subcontract shall provide the same rights and duties,</p>                                                                                                                                                                                                                                                                          |                      |                                      |

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| EPA Form 1900-49<br>Page 7c of 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CONTINUATION SHEET | Contract Number<br><b>68-92-0016</b> |
| SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                                      |
| <p>and the same provisions for notice, furnishing of evidence or proof, and the like, between the Contractor and the subcontractor as are established by this article. Similar indemnification may be provided for subcontractors at any tier upon the same terms and conditions. Subcontracts providing for indemnification within the purview of this article shall provide for prompt notification to the Contracting Officer of any claim or action against the subcontractor which is covered by this article, and shall entitle the Government, at its election, to control or assist in the settlement or defense of any such claim or action. The Government shall indemnify the Contractor with respect to his obligations to subcontractors under such subcontract provisions. The Government may discharge its obligations under this paragraph by making payments directly to subcontractors or to parties to whom the subcontractors may be liable.</p> <p>G. If insurance maintained by the Contractor is reduced, the liability of the Government under this article shall not be increased by reason of such reduction.</p> <p>H. The Contractor shall:</p> <ul style="list-style-type: none"> <li>(i) promptly notify the Contracting Officer of any claim or action against the Contractor or any subcontractor which reasonably may be expected to involve indemnification under this article,</li> <li>(ii) furnish evidence or proof of any claim covered by this article in the manner and form required by the Government, and</li> <li>(iii) immediately furnish the Government copies of all pertinent papers received by the Contractor. The Government may direct, control or assist the settlement or defense of any such claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.</li> </ul> <p>I. Reimbursement for any liabilities under this article shall not exceed appropriations available at the time such liabilities are represented by final judgments or by settlements approved in writing by the Government. This agreement to reimburse the Contractor for certain liabilities shall not be interpreted as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies.</p> <p>J. The General Provision clause number 24 entitled "Insurance" (FPR 1-7.303-46) under Article XIII - <u>General Provisions</u> is hereby deleted.</p> |                    |                                      |





# EXHIBIT "B", CONTRACT No. 68-02-~~0017~~<sup>0016</sup>

## Safety Plan for Hazardous Sites Remediation

### 1.0 Introduction

1.01 This plan shall establish the safety procedures and conditions applicable to the performance of remedial work at LIPARI LANDFILL (FENCE PROJECT).

1.02 The remedial work contractor shall be bound by the applicable provisions of this plan and shall be responsible for its implementation, including the provision of equipment, materials, personnel, facilities, maintenance, operations, services and supervision as provided herein.

1.03 Should a subcontractor(s) be engaged to perform any portion of the remedial work at this site, any such subcontract shall include the required compliance with this plan.

1.04 Employee, public, and environmental safety and health considerations shall take precedence over cost and schedule considerations in the performance of work at this site.

1.05 Items not covered by this Safety Plan shall be as per 29 CFR part. 1926 - Occupational Safety and Health Regulations, and 29 CFR part. 1910 - Safety and Health Standards.

1.06 Should any item or aspect vital to personnel or public health or safety at this site be inadvertently omitted from this plan, and be within the contractor's claimed area of competence, such that it should have been an obvious omission to the contractor, then such item or vital aspect shall be deemed a contractual responsibility.

1.07 Should any unforeseen or site peculiar safety related factor, hazard, or condition become evident during the performance of work at this site, it shall be the contractor's responsibility to bring such to the attention of the On-Scene Coordinator (OSC, see 2.03) in writing as quickly as possible, for resolution. In the interim, the contractor shall take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.

1.08 Should the contractor seek relief from, or substitution for, any portion or provision of this Safety Plan, such relief or substitution shall be requested of the OSC in writing, and if approved, be authorized in writing. Interpretation of the provisions of this plan shall be the exclusive prerogative of the OSC.

1.09 Consistent disregard for the provisions of this Safety Plan shall be deemed just and sufficient cause for termination of contract or any subcontract without compromise or prejudice to the rights of the government.

### 2.0 Definitions

2.01 The site is defined as that area within or regarding which remedial work is to be done, or is being done, or has been completed, and such adjacent or other areas as may be required for the proper performance of that work under this contract.

2.02 The command post is the contractor's security office, which may or may not also be the contractor's field office, and which shall be so located as to control entry to and prevent unauthorized personnel access to the site.

2.03 The On-Scene Coordinator (OSC) will be any person assigned such responsibility and authority by the U.S. Environmental Protection Agency. The OSC may delegate day-to-day field surveillance duties to an On-Site Representative (OSR) as required.

2.04 Remedial work is contract work intended to: define, investigate, or diagnose the site or its contents, recommend suitable means to contain, diminish or eliminate the hazards associated with the site, design the systems or facilities selected as site remedies, construct, repair, modify, or maintain such facilities, or any portion or combination of the above.

2.05 A hazardous work area is any portion of the site in which hazardous chemicals are, or may reasonably be suspected to be, present in the air, water or soil.

### 3.0 Training

3.01 Contractor shall be required to certify that all contractor, subcontractor, or service personnel assigned to or regularly entering the site for the purpose of performing or supervising remedial work, for health, safety, security, or administrative purposes, for maintenance, or for any other site related function, have received safety training provided by or for the contractor. Such training must consist of at least 16 hours of practical and theoretical instruction covering: chemical health hazards, physical health hazards, personal hygiene, safety equipment and procedure, and protective respiratory equipment and usage.

3.02 Contractor shall provide and require that all previously trained contractor, subcontractor or service personnel assigned to or entering the site complete one hands-on refresher training session of at least two (2) hours to guarantee that all such personnel are capable of and familiar with the use of safety, health, respiratory and protective equipment and with the safety and security procedures required for this site.

3.03 Contractor shall be responsible for, and guarantee that personnel not successfully completing the above (3.01 and 3.02) required training do not and are not permitted to regularly enter the site to perform work.

3.04 Exceptions to the above shall be made only for authorized visitors. (See 5.08 and 5.09)

### 4.0 Physical Examinations

4.01 All contractor and subcontractor personnel assigned to or regularly entering the site in the performance of their duties shall be required to have and shall be provided by the contractor with a physical examination per OSHA Standard 1919.134 prior to entering the site.

4.02 The contractor shall be responsible for the maintenance of records of physical examinations and shall guarantee and certify compliance with 4.01, above.

## 5.0 Security

5.01 Site security shall be provided and maintained by the contractor on a continuous basis, 24 hours per day, 7 days per week throughout the period of remedial work performance, including holidays.

5.02 Security identification, specific to the site, shall be provided by the contractor for all government, contractor, and subcontractor personnel entering the site. The contractor shall be responsible for and guarantee that such identification shall be worn by each individual, visible at all times, while the individual is on the site.

5.03 Vehicular access to the site, other than to designated parking areas, shall be restricted to authorized vehicles only.

5.04 Use of site designated parking areas shall be restricted to vehicles of government, contractor, subcontractor and service personnel assigned to the site and actually on duty, but may be also used on a short term basis for visitors. Visitor parking may be so designated at the option of the OSC.

5.05 Personal vehicles shall not be authorized to enter the site.

5.06 The contractor shall be responsible for maintaining a log of security incidents and visitor access granted.

5.07 The contractor shall require all personnel having access to the site to sign-in and sign-out, and shall keep a record of all site access.

5.08 All approved visitors to the site shall be briefed on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit.

5.09 Site visitors shall not be permitted to enter active hazardous work areas.

5.10 Site areas shall be posted, "Warning, Hazardous Work Area, Do Not Enter Unless Authorized", and roped or barricaded off to prevent accidental entry.

5.11 Temporary lighting shall be provided adequate to insure effective night surveillance.

5.12 The command post, site personnel entry, parking areas, field office, first aid station, emergency eyewash and shower, safe areas, smoking area, and lunch area shall be clearly identified by suitable OSC approved signs.

## 6.0 Communications

6.01 The contractor shall provide hardline telephone communication at the command post.

6.02 Emergency numbers, such as police, sheriff, fire, ambulance, hospital, EPA,

etc., applicable to this site shall be prominently posted in the command post.

6.03 The contractor shall provide a PA system, fixed, hand held, or mobile, adequate to cover the site.

6.04 Two way radio communication provided by the contractor shall be available linking the command post to each active work location.

#### 7.0 Air Monitoring

7.01 During the progress of active remedial work, the contractor shall monitor the quality of the air in and around each active work location. Sampling shall be conducted on a regular periodic basis, and additionally as required by special or work related conditions.

7.02 Instruments required, and contractor provided, for air monitoring shall include: an explosimeter, an organic vapor photoionizer, and an organic vapor analyzer.

7.03 Air monitoring equipment shall be operated by personnel trained in the use of the specific equipment provided.

7.04 The contractor shall maintain a log of the location, time, type, and value of each reading and/or sampling. Copies of daily log sheets shall be included with the daily report to the OSC. (See 7.07)

7.05 Should the organic vapor level in any active working location exceed 500 ppm for any single reading, or 200 ppm for any two successive readings, or should the explosimeter indicate over 50% of the lower explosive limit on any single reading, then that work location shall be shut down and evacuated upwind. Work shall not resume at such a work location until a full survey shall indicate that explosimeter vapor readings have subsided to a safe level.

7.06 Following a work location shut down per 7.05 above, explosimeter and organic vapor sampling shall be continuous until the contractor feels confident that the cause of the shut down has disappeared, at which time normal periodic sampling may be resumed.

7.07 A wind direction and velocity indicator shall be emplaced by the contractor at each active work location. The air monitoring log shall include wind direction and velocity information for each reading.

7.08 The contractor's air monitoring team shall consist of two (2) employees working on the "buddy system", and except for emergency functions, such as firefighting or first aid, shall be devoted full time to air monitoring unless otherwise determined by the OSC.

7.09 The contractor, by regular periodic downwind air sampling shall insure that air leaving the active work locations does not pose a hazard to residents or other persons downwind from the site.

## 8.0 Personal Hygiene

8.01 The contractor shall be responsible for, and insure that all contractor, subcontractor, and service personnel performing or supervising remedial work within a hazardous work area, or exposed or subject to exposure to hazardous chemical vapors, liquids or contaminated solids, observe and adhere to the personal hygiene related provisions of this Safety Plan.

8.02 Contractor, subcontractor and service personnel found to be consistently disregarding the personal hygiene related provisions of this plan shall, at the request of the OSC or his delegated OSR, be barred from the site. This shall not be construed as relieving the contractor from responsibility for enforcement (8.01, above).

8.03 The contractor shall provide:

8.031 Suitable disposable outerwear, gloves, hard-hat liners, and footwear on a daily basis for the use of employees and visitors.

8.032 Contained storage & disposal for used disposable outerwear.

8.033 Shower facilities for employees.

8.034 Hand washing facilities.

8.035 A facility for changing into/out of and storing work clothing.

8.036 A lunch area.

8.037 A smoking area.

8.04 Contractor, subcontractor, and service personnel shall wear disposable outerwear, gloves, and outer footwear at all times whenever entering or working in a hazardous work area.

8.05 Used disposable outerwear shall not be reused, and when removed, shall be placed inside disposal containers provided for the purpose.

8.06 Smoking shall be prohibited except in a designated contractor provided smoking area.

8.07 Eating and drinking shall be prohibited except in a designated contractor provided lunch area.

8.08 Contractor, subcontractor, and service personnel shall be required to thoroughly cleanse their hands before entering the smoking or lunch areas.

8.09 Soiled disposable outerwear (8.04) shall be removed prior to entering the lunch area, and prior to cleansing hands. Exception can be made to this provision if a "stand-up" eating area is designated, but the requirement to cleanse the hands prior to eating shall not be excepted.

8.10 Contractor, subcontractor, and service personnel working in a hazardous work area shall be required to shower and change to fresh clothing after each working period or shift, prior to leaving the site.



## 9.0 Personal Safety and Related Equipment

9.01 All prescription eyeglasses in use on the site shall be safety glasses.

9.02 All respiratory equipment on the site shall be full facemask type, protecting the wearer from eye injury. (See 3.01, 3.02 and 9.05)

9.03 All gloves worn on the site shall be OSC approved elastomer gloves, disposable ~~or reusable~~. Inner gloves, if used, shall be disposable cotton. Welding gloves or other special gloves, if used in a hazardous work area, must be worn outside elastomer gloves, must be suitably stored on site and must not be removed from the site during the remedial work unless disposed of as provided under 8.05 above.

9.04 Footwear used on site shall be steel toed safety shoes or boots, with chemical resistant soles, and shall be worn covered by disposable "booties" when entering or working in a hazardous work area.

9.05 Respiratory equipment utilization and equipment on site shall conform generally to OSHA 1910 requirements, and specifically as regards maintenance, inspection, fit testing and usage. Equipment shall be NIOSH approved and of a system, type, and model approved in advance by the OSC for each application.

9.06 Contractor, subcontractor, and service personnel unable to pass a fit test (9.05) as a result of facial hair or facial configuration shall not enter or work in a hazardous work area.

9.07 All personnel entering the site shall wear an approved hardhat at all times while on site. Exception may be taken to this provision for personnel working indoors on clerical or administrative tasks, or off duty, in first aid, field office, command post, lunch area or other such location, but shall not be excepted in any active field work area.

## 10.0 Contaminant Control

10.01 Vehicles and equipment working in, being operated in, or otherwise coming in contact with known or suspected toxic or hazardous materials shall be decontaminated in a designated decontamination area prior to leaving the site.

10.02 Decontamination of vehicles and equipment per 10.01 shall consist, at a minimum, of a pressure spray water wash. Should oily or sticky contaminants present on the site make simple washing ineffective, the contractor shall decontaminate by a method previously agreed upon with and approved by the OSC.

10.03 Wash waters and solids shall be disposed of on-site when such disposal is feasible and acceptable to the OSC, but waters shall not be re-used, and all such wastes shall be treated as hazardous.

10.04 Personnel engaged in vehicle decontamination shall be fully protected.

10.05 The decontamination area shall be considered a hazardous work area.

10.06 Materials known or suspected to be contaminated with toxins or to be toxic or hazardous shall not be left exposed to the elements during the progress of remedial work. Excavated material shall be covered or shielded from rain and wind to minimize dispersal of particulates and vapors.

10.07 Containers of contaminated waste, toxic liquids or solids, or other hazardous substances shall not be left uncovered or otherwise configured to continuously expose the contents.

10.08 Unless previously agreed upon with the OSC, hazardous materials unearthed, excavated, or otherwise derived from a hazardous work area shall not be removed from that area. Exception from this provision is hereby made for samples required by the scope of remedial work, by local authorities, by the State, or by the Federal Government.

#### 11.0 Emergency Requirements

11.01 Each hazardous work area shall be provided with an OSC approved, immediately adjacent, emergency eye wash and shower. This unit may be portable.

11.02 At least one "industrial" first aid kit shall be contractor provided and maintained fully stocked at a manned location such as the command post. Should active work areas be so isolated or separated as to make one first aid location impractical, then first aid stations shall be established as required in close proximity to the work, but not inside a hazardous work area.

11.03 First aid kit locations shall be provided with adequate water and other supplies necessary to cleanse and decontaminate burns, wounds or lesions.

11.04 The contractor shall have at least one certified First Aid Technician on site at all times. This person may perform other duties, but must be immediately available to render first aid when needed.

11.05 Each active work location shall be provided by the contractor with at least one 20 pound dry chemical fire extinguisher. Fire extinguishers of this size and type shall also be contractor provided at the field office, command post and at any other site locations where the OSC determines that flammable materials present a fire risk.

11.06 The contractor shall plan to provide emergency protection to the public and to personnel assigned to the site and shall meet with the local police, civic leaders and hospital and ambulance staffs to insure that the risks associated with the remedial work to be performed at this site are known and understood.

11.07 The contractor shall, prior to the beginning of work, cooperate with local and State authorities and civic leaders in the formulation of plans to safeguard resident populations, livestock, property, and other assets from any reasonably probable deleterious effects associated with or resulting from remedial work at this site.

11.08 The contractor shall diligently act and so direct and perform the conduct of remedial work at this site as to minimize or, if possible, eliminate the risk of an emergency impacting the local environment or population.

11.09 In the event of any emergency associated with or resulting from remedial work at this site, the contractor shall without delay: take diligent action to remove or otherwise minimize the cause of the emergency; render full assistance to local authorities to remedy any impact on local residents or property; alert the OSC; and institute whatever measures might be necessary to prevent any repetition of the conditions or actions leading to or resulting in the emergency.

#### 12.0 Site Peculiar Requirements

12.01 The following requirements are special conditions peculiar to this site. Should any conflict exist between these and the provisions of prior sections of the plan above, then these special conditions shall apply unless otherwise determined by the OSC.

## JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT

EPA Form 1900-50

( )

Contract/Order Number: 68-92-~~000~~-0016 ALC  
 Estimated Cost/Price: \$125,000.00  
 Name of Contractor: NEW ENGLAND POLLUTION CONTROL CO., INC.  
 Location of Release: LIPARI LANDFILL  
MANTUA TOWNSHIP, N.J.

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 authorizes the President to take action whenever there is a release or substantial threat of release into the environment of any hazardous substance. Hazardous substances include those elements or compounds which after release into the environment and upon exposure, either directly or indirectly, may cause death, disease, or illness.

An emergency situation currently exists in which there is a release or a substantial threat of release of a hazardous substance(s) at the location specified above. This hazardous substance(s) presents an imminent and substantial danger to the public health and welfare. The contractor named above has been selected to assist the Environmental Protection Agency in responding to the emergency. The release or threat of release of the hazardous substance(s) requires an immediate response which would be delayed pending selection of a contractor through competitive procedures. Such delays would further increase the danger to the public presented by the hazardous substance(s).

6/24/82  
Date

Robert M. Phillips  
Contracting Officer

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
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| DETERMINATION AND FINDINGS - AUTHORITY<br>TO NEGOTIATE AN INDIVIDUAL CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EPA Form 1900-52<br>( ) |
| <p>Contract Number: <u>68-92-<del>0000</del> 0016 PNC</u></p> <p>Upon the basis of the following findings and determination, the proposed contract described below may be negotiated without formal advertising pursuant to the authority of 41 U.S.C. 252(c)(2), as implemented by § 1-3.202 of the Federal Procurement Regulations.</p> <p style="text-align: center;"><u>Findings</u></p> <ol style="list-style-type: none"> <li>1. The Environmental Protection Agency proposes to procure by negotiation services to respond to an emergency in which there is a release or substantial threat of release of a hazardous substance(s) into the environment.</li> <li>2. Procurement by negotiation of the above described services is necessary because the release of such hazardous substance(s) presents an imminent and substantial threat to the public health and welfare.</li> <li>3. Use of formal advertising for procurement of the above described services is impracticable because such method of procurement would delay the emergency response action necessary to remove the hazardous substance(s) or to prevent the release of such substance(s) which, upon exposure, may cause death, disease, or illness.</li> </ol> <p style="text-align: center;"><u>Determination</u></p> <p>The proposed contract is for services for which the public exigency will not permit the delay incident to formal advertising.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div data-bbox="315 921 500 999"> <u>6/24/82</u><br/> <small>DATE</small> </div> <div data-bbox="658 921 1000 999"> <br/>       Contracting Officer     </div> </div> |                         |

DETERMINATION AND FINDINGS - AUTHORITY TO  
USE A TIME AND MATERIALS CONTRACT

EPA Form 1900-53  
( )

Contract Number: 68-92-~~0001~~ 0016 *AK*

Upon the basis of the following findings and determination which I hereby make pursuant to § 1-3.406-1 of the Federal Procurement Regulations, the proposed contract described below may be entered into on a time and materials basis.

#### Findings

1. The Environmental Protection Agency proposes to enter into a time and materials contract for the procurement of services to respond to an emergency in which there is a release or substantial threat of release of a hazardous substance(s) into the environment.
2. The procurement to be performed requires immediate action to remove a hazardous substance(s) or to prevent the release of such substance(s) which, upon exposure, may cause death, disease, or illness to the public. The nature of the work required to respond to the threat is such that the extent of the work and costs cannot be reasonably estimated at the time of placing the contract. The amount of effort and types of materials required for the procurement depend upon the type and amounts of hazardous substance(s) involved, the source from which the substance(s) is or may be released, and other factors which must be analyzed. The analysis of these factors will occur during the response effort; however, initial response must begin immediately and cannot be delayed pending complete assessment of the emergency situation as the health and welfare of the public is being endangered.

#### Determination

It is impracticable to secure services of the type described above without the use of the proposed type of contract as it is not possible at the time of placing the contract to estimate the extent of the work or to anticipate costs with any reasonable degree of confidence.

6/24/82  
Date

*Robert M. Phillips*  
Contracting Officer



MEMORANDUM TO THE FILE -  
SYNOPSIS EXEMPTIONEPA Form 1900-54  
( )Contract Number: 68-92-0000 <sup>0016</sup> *PMC*

Pursuant to the Federal Procurement Regulations, Subpart 1-1.1003-2(4), the proposed procurement is not being publicized in the Department of Commerce publication, "Commerce Business Daily, Synopsis of U.S. Government Proposed Procurement, Sales and Contract Awards," because the procurement is of such unusual and compelling emergency that the Government would be seriously injured if bids or offers were permitted to be made more than 15 calendar days after issuance of the invitation for bids or request for proposals or the date of transmittal of the synopsis, whichever is earlier.

6/24/92  
Date*Robert M. Quinn*  
Contracting Officer

New Jersey Department of Environmental Protection

Oral Testimony Presented by

Dr. Marwan M. Sadat, P.E.

to

The Subcommittee on Natural Resources,

Agriculture Research and Environment of the

Committee on Science and Technology

U.S. House of Representatives

June 3, 1983

Hackensack, New Jersey

Mr. Chairman, thank you for this opportunity to discuss New Jersey's hazardous waste cleanup program. My name is Marwan Sadat, I am Administrator of the Hazardous Site Mitigation Administration in the Division of Waste Management within the New Jersey Department of Environmental Protection. These oral remarks will give a very brief and general overview of our program in order for us to remain within the Committee's time constraints. We are, however, also submitting more lengthy and detailed testimony for the record.

The problem of remedying past uncontrolled and flagrant discharges of hazardous wastes and toxic substances is one of the most important health and environmental issues confronting New Jersey and indeed the Nation today.

In order to address waste management issues in a comprehensive and coherent fashion, the New Jersey Department of Environmental Protection (NJDEP) has integrated its solid and hazardous waste program planning units to deal with all aspects of the waste disposal problem. Hazardous waste comes in many shapes and forms, and is produced in every manner of business and commercial enterprise,

and indeed in our own homes. Thus, a coherent long-range strategy for hazardous waste management must include proper management of refuse, the promotion of resource recovery, and recycling to minimize and better manage our waste streams, effective regulation and enforcement of the industrial and hazardous waste generators in the State, and a sound and effective hazardous waste cleanup program where remedial action is necessary.

Our reorganization established the Hazardous Site Mitigation Administration as an element within the Division of Waste Management. This Administration includes four Bureaus and a Fiscal Integrity Unit. Following is a brief description of these Bureaus:

The Bureau of Environmental Evaluation and Risk Assessment handles the technical complexities of site assessment in its initial phases, the development of feasibility studies where necessary, and the analysis and selection of environmentally sound and cost effective alternatives.

The Bureau of Site Management uses the chosen alternative resulting from feasibility studies and shepherds the development of design/construction contracts for the remedial action selected.

The Bureau of Site Operations manages the cleanups in the field. Comprised of on-scene coordinators and support groups, this unit is our field construction management group.

The Bureau of Contract Management is responsible for the development of a wide range of contractual support for the cleanup program. In the past, much

criticism had been directed at the program for operating under one omnibus contract which made rapid cleanup easy but which had little of the auditing and financial safeguards that our present day more elaborate contracts permit. In addition, this unit will be responsible for the final development of site-specific requests for proposals for all cleanup operations and, as such, represents a major engineering/legal unit.

The Hazardous Site Mitigation Administration, with the multi-disciplinary management teams described above, has been working in conjunction with the U.S. Environmental Protection Agency (EPA). The blueprint for remedial action at hazardous waste sites has been formulated by DEP in the form of a Four-Year Plan for statewide action. The purpose of this plan is to develop a systematic approach to remedial action, to coordinate enforcement and cleanup actions and to identify future funding needs and sources. The selection of sites in the plan is based on the Federal Hazard Ranking System. This system is based on potential danger to public health and the environment, and takes into account soil contamination, surface and ground water pollution, release of hazardous chemicals into the atmosphere and the danger of fire or explosion.

There are a total of 133 sites in the Plan. These include 100 of New Jersey's most severe hazardous waste sites, 65 of which are on EPA's National Priorities List and are eligible for Federal Superfund monies. The other 35 will be addressed through New Jersey's Spill Fund and Hazardous Waste Site Bond Act. Also listed in the Plan are 33 small drum dumps, totalling approximately 400 drums, where cleanup was completed in April, 1983. The cost of remedial action at all these sites is currently projected to be \$207 million, although this amount could increase greatly depending upon further findings and contractor

bids. Thus far, the State has spent more than \$35 million on cleanup at almost 70 sites since 1980, including \$26 million on Chemical Control.

Realistically, the present \$1.6 billion federal commitment through Superfund is nothing more than a start-up fund. EPA's contention of a few months ago that this funding is adequate has made an already difficult situation more difficult. This limited perspective leads to inevitable delays in Superfund site selection, needlessly complicates already complex contract and cooperative agreement negotiations, and seriously flaws the national contingency planning process. The Department has not settled for a watered down Superfund as past administrators in EPA envisioned, but rather we have insisted through the courts that EPA fulfill its legislative responsibilities.

During the Congressional hearings in 1979, and before, we supported a more extensive Superfund than that which became law in 1981. We have repeatedly testified about the problems the current law presents, and, as you know, the State of New Jersey was the first to challenge EPA's failure to publish the mandated National Contingency Plan. Furthermore, when the court ordered plan was finally released, we challenged its adequacy. There is a need for a long-term commitment.

In accordance with the Committee's request for information about four specific sites in Bergen County, we have a separate statement on these which can be given orally or left with the Committee depending upon the testimony timetable. These sites are:

Fairlawn Wellfield, Fairlawn  
Universal Oil Products, E. Rutherford  
Scientific Chemical Processing, Carlstadt  
Maywood Chemical, Maywood/Rochelle Park

I will be glad to answer your questions.

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